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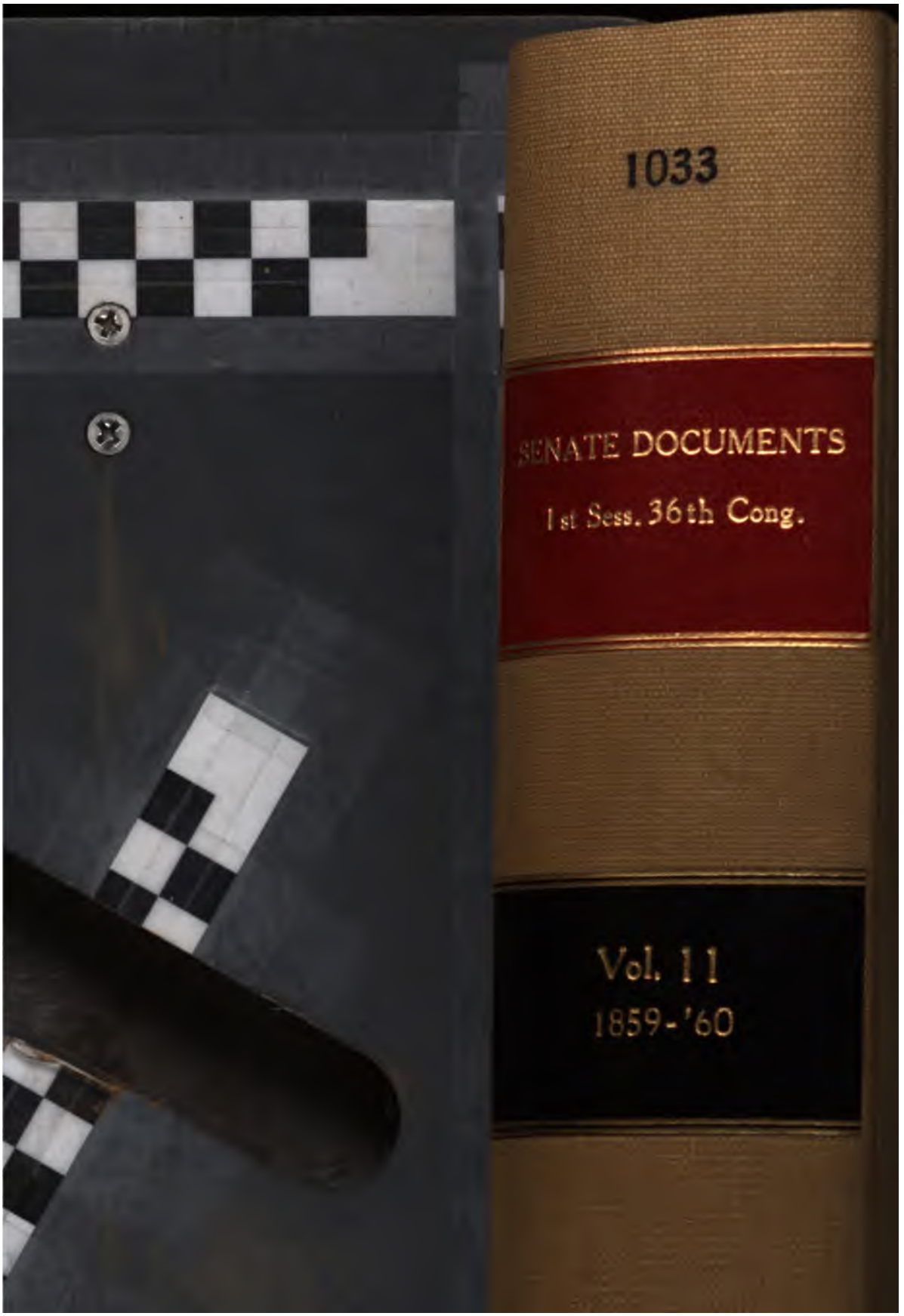
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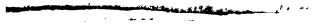

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EXECUTIVE DOCUMENTS,

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FIRST SESSION OF THE THIRTY-SIXTH CONGRESS,

1859-60.

IN FIFTEEN VOLUMES.

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FIRST SESSION OF THE THIRTY-SIXTH CONGRESS,

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36TH CONGRESS, 1st Session. } SENATE. { Ex. Doc. No. 38.

MESSAGES

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

IN COMPLIANCE WITH RESOLUTIONS OF THE SENATE,

INFORMATION RELATIVE TO THE

COMPULSORY ENLISTMENT OF AMERICAN CITIZENS

IN THE

ARMY OF PRUSSIA, &c.

WASHINGTON:
GEORGE W. BOWMAN, PRINTER.
1860.

APRIL 17, 1860.—*Resolved*, That the Messages of the President of the 11th and 16th of April instant, co.nmunicating, in compliance with resolutions of the Senate, information in regard to the cumpulsory enlistment of American citizens in the army of Prussia, &c., be printed together, and that five thousand extra copies thereof be printed and bound for the use of the Senate

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate, information in regard to the compulsory enlistment of American citizens in the army of Prussia.

APRIL 13, 1860.—Read, ordered to lie on the table.

To the Senate of the United States:

In compliance with the resolution of the Senate of the 2d February, 1859, requesting information in regard to the compulsory enlistment of citizens of the United States in the army of Prussia, I transmit a report from the Secretary of State, and the documents by which it was accompanied.

JAMES BUCHANAN.

WASHINGTON, *April* 11, 1860.

DEPARTMENT OF STATE,
Washington, April 10, 1860.

The Secretary of State, to whom was referred the resolution of the Senate of the 2d of February, 1859, requesting the President "to communicate copies of any correspondence between the government of the United States and the government of Prussia on the subject of the compulsory enlistment of American citizens in the army of that kingdom, with such other information on the subject as the Department of State may be able to furnish," has the honor to lay before the President a copy of the papers specified in the subjoined list.

Respectfully submitted.

LEWIS CASS.

The PRESIDENT.

List of accompanying documents.

Mr. Wheaton to Mr. Forsyth, 29th July, 1840, with inclosures.
Mr. Barnard to Mr. Webster, 11th March, 1851—extract—with inclosures.
Same to same, 10th June, 1851—extract—with inclosures.
Same to same, 24th June, 1851 - extract—with inclosures.
Same to same, 28th July, 1851—extract—with inclosures.
Mr. Fay to Mr. Webster, 15th May, 1852—extract—with inclosures.
Mr. Barnard to Mr. Webster, 15th June, 1852, with inclosures.
Same to same, 13th July, 1852—extract—with inclosures.
Same to same, 20th July, 1852—extract—with inclosure.
Same to same, 3d August, 1852, with inclosures.
Same to same, 3d August, 1852—extract.
Same to same, 10th August, 1852—extract—with inclosure.
Same to same, 17th August, 1852, with inclosure.
Same to same, 12th October, 1852, with inclosures.
Mr. Fay to Mr. Webster, 26th October, 1852—extract—with inclosure.
Mr. Barnard to Mr. Everett, 7th December, 1852—extract—with inclosure.
Same to same, 14th December, 1852—extract—with inclosure.
Mr. Everett to Mr. Barnard, 14th January, 1853—extract—with inclosure.
Mr. Barnard to Mr. Everett, 8th February, 1853—extract.
Same to same, 15th February, 1853, with inclosure.
Mr. Barnard to Mr. Marcy, 22d March, 1853—extract—with inclosures.
Same to same, 5th April, 1853—extract—with inclosure.
Baron Gerolt to Mr. Marcy, 11th July, 1853, with inclosure.
Mr. Vroom to Mr. Marcy, 31st October, 1853—extract—with inclosures.
Same to same, 13th December, 1853—extract—with incloures.
Same to same, 28th February, 1854—extract—with inclosures.
Same to same, 2d May, 1854—extract—with inclosure.
Same to same, 9th May, 1854—extract—with inclosure.
Same to same, 16th May, 1854—extract—with inclosures.
Same to same, 6th February, 1855—extract—with inclosures.
Same to same, 20th March, 1855—extract—with inclosures.
Same to same, 18th September, 1855—extract—with inclosure.
Same to same, 23d October, 1855—extract—with inclosures.
Same to same, 8th January, 1856—extract—with inclosures.
Same to same, 22d January, 1856—extract—with inclosures.
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Same to same, 13th May, 1856—extract—with inclosures.
Same to same, 2d December, 1856—extract—with inclosures.
Same to same, 20th January, 1857—extract—with inclosure.
Mr. Vroom to Mr. Cass, 14th July, 1857—extract—with inclosures

Mr. Wright to Mr. Cass, 19th September, 1857—extract.
Same to same, 21st September, 1858—extract.
Same to same, 28th September, 1858—extract.
Same to same, 2d November, 1858—extract.
Same to same, 4th December, 1858—extract—with inclosure.
Mr. Cass to Mr. Wright, 10th December, 1858.
Mr. Wright to Mr. Cass, 18th January, 1859, with inclosures.
Same to same, 26th January, 1859—extract.
Same to same, 12th March, 1859—extract.
Same to same, 9th April, 1859—extract.
Mr. Wright to Mr. Cass, 4th June, 1859—extract.
Same to same, 25th June 1859—extract.
Mr. Cass to Mr. Wright, 8th July, 1859.
Mr. Wright to Mr. Cass, 6th August, 1859—extract.
Same to same, 10th August, 1859, with inclosures.
Same to same, 13th August, 1859—extract—with inclosure.
Same to same, 20th August, 1859.
Same to same, 24th August, 1859, with inclosures.
Same to same, 31st August, 1859.
Mr. Cass to Mr. Wright, 15th September, 1859.
Same to same, 9th December, 1859.
Same to same, 17th December, 1859.
Mr. Wright to Mr. Cass, 7th March, 1860.—extract—with inclosures.

Mr. Wheaton to Mr. Forsyth.

No. 157.] BERLIN, *July* 29, 1840.

SIR: I have the honor herewith to inclose copies of correspondence relating to the case of Johann Philipp Knoche, a naturalized citizen of the United States, born in Prussia, and claiming to be exempt from military service on his return to his native country.

As it did not appear to me that his claim could be maintained, I had no hesitation in declining to interfere in the manner requested.

I have the honor to be, with the highest consideration, sir, your obedient servant,

HENRY WHEATON.

Hon. JOHN FORSYTH, *&c.*, *&c.*

[Translation.]

The very humble petition of Johann Philipp Knoche, of Wunderthausen, district of Berleburg:

WUNDERTHAUSEN, *July* 19, 1840.

I emigrated to America from my birth place in my twenty-first year, in 1834, to seek my fortune in that country. I was six years in America, most of it in Baltimore, where I became an American citizen.

I did not notify my going off from here to the local authority, or the district authority, or that of the jurisdiction, nor ask their permission. It is only since about the twentieth of last month that my father wrote to me to come and fetch him, for he had also determined to emigrate to America. To my greatest astonishment, I learned that by my being here they will enrol me as a soldier, which throws me into the greatest perplexity; therefore, I make free to turn myself to your high authority, with the humble petition that you will inform me whether I must hold myself subject to the Prussian law as bound to military duty, or whether I am exempt, as an American citizen. I have an American passport and certificate of citizenship, which if it be necessary, I can send to your excellency by mail from here, where I must remain till the early part of the coming year, as my father has not yet sold his property, therefore cannot as yet emigrate.

On this subject I humbly and dutifully request as early answer as may be.

With deepest respect, I subscribe myself your excellency's most obedient servant,

JOHANN PHILIPP KNOCHE.

BERLIN, *July* 24, 1840.

SIR: I have received your application, stating that you are a native-born subject of his Majesty the King of Prussia; that you emigrated

to the United States in the year 1834, being then twenty-one years old, where you became naturalized as a citizen; that you have since returned to your native country, where you have been required to perform military duty, and desiring my official interference for your relief.

In reply, I have to state that it is not in my power to interfere in the manner you desire. Had you remained in the United States, or visited any other foreign country (except Prussia) on your lawful business, you would have been protected by the American authorities, at home and abroad, in the enjoyment of all your rights and privileges as a naturalized citizen of the United States. But, having returned to the country of your birth, *your native domicil and national character revert*, (so long as you remain in the Prussian dominions,) and you are bound in all respects to obey the laws exactly as if you had never emigrated.

I am, sir, your obedient servant,

HENRY WHEATON.

Mr. JOHANN PHILIPP KNOCHE.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 14.] LEGATION OF THE UNITED STATES,
Berlin, March 11, 1851.

SIR: I have the honor to inclose a copy of a note addressed by me to Mr. Manteuffel in behalf of H. Van de Sandt, accompanied by a copy of Mr. Van de Sandt's letter to this legation.

* * * * * * * * *

With the highest respect, I have the honor to be, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Barnard to Mr. Manteuffel.

LEGATION OF THE UNITED STATES OF AMERICA,
Berlin, March 4, 1851.

MONSIEUR LE BARON: I have the honor to inclose a copy of a letter from Mr. Sandt, who has been ordered to leave Prussia by the landrath of Cleve. As he declares himself a citizen of the United States, although I have not yet seen his passport, I beg to present his request for a reconsideration of his case.

I avail myself of this occasion to renew to your excellency the assurance of my distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL,
Minister of Foreign Affairs, &c.

Mr. Sandt to the American Legation.

[Translation.]

BRIENENSHEN, PROVINCE OF LOWER RHINE,
Farm near Cleves, February 29, 1851.

The undersigned American citizen does himself the honor to call upon the honorable legation of the United States for the just intervention of its influence, in his most unpleasant situation.

It is only a few weeks since I came from North America amongst my kinsfolk here, on some family affairs, and now have information from the police, by order of the town councilors of Cleves, that I must at once leave the country, or otherwise, am threatened with imprisonment and compulsory banishment. Now, I have no desire to be thrust by force across the boundary like a vagabond by some uninvited attendants, my business not being, in the meantime, yet finished, so I request your honor's kind interference and counsel in this matter. The reason of this strange conduct of the police is unknown to me, as I have not been guilty of any offense, and my passport issued by Mayor Kennett, of St. Louis, was visaed at that place as correct by the Prussian consul. I cannot think what the police here can want with me.

Would your honor desire to inspect the passport referred to, I beg you will give me your kind notice of the fact.

With highest esteem,

H. VAN DE SANDT.

The LEGATION OF THE UNITED STATES OF AMERICA AT BERLIN.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 24.] LEGATION OF THE UNITED STATES,
Berlin, June 10, 1851.

SIR: * * * * * *

The department has heretofore been informed that Mr. Henry Von der Sandt applied to me some time ago to interfere in his behalf with the government of Prussia. He claimed to be an American citizen in Prussia, under protection of a regular passport, and complained of harsh and unreasonable treatment, in being ordered by the authorities of Cleves to quit Prussia. In a note of the 4th of March last, I asked the government here to review the case and the decision of the local authorities.

I have received, under date of the 21st of May, a note from the department of foreign affairs, declining to reverse the decisions of the officials at Cleves, a copy of which is herewith communicated. As soon as received, a copy of this note was sent to Mr. Von der Sandt.

It would appear, from a letter received from him, dated the 25th of May, and which must have been written before the copy of the minister's note to me had reached him, that he had been promptly notified of the final decision of the government in his case, and of the necessity of his quitting Prussia. I send a copy of his letter, which is in German, remarking that it is written in a moderate tone of complaint of the legation, or the government, or somebody else, and contains an announcement of his purpose to make his grievances known both to the Prussian and American public through the newspapers.

It will be observed that Mr. Von der Sandt was not provided with a passport from the American Government, but from the mayor of St. Louis, and that he cannot be a citizen of the United States, since he emigrated from Prussia only in 1849. His motives for leaving Prussia, and the object of his return, are stated in the minister's letter to me, according to their understanding of the case; and Mr. Von der Sandt has refused to give the authorities any satisfaction in regard to the nature of the family affairs which he had said brought him back to his old home, or the length of time which he desired to occupy in his private business. The government seemed to be resolved that he should not live in Prussia as a Prussian, and yet escape all the duties of a Prussian subject, under pretense or color of being a citizen of another country.

* * * * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Le Coq to Mr. Barnard.

[Translation.]

BERLIN, *May* 21, 1851.

SIR: I have had the honor to receive the note you have been pleased to address to me, dated the 4th of March last, transmitting the complaint of Mr. Henry Von der Sandt, a citizen of the United States, against the order which has been given to him by the landrath of Cleves to quit the Prussian States, and I hasten to communicate to you information on this subject which I have just received from the competent authorities.

Henry Von der Sandt having, at his request, received a permit of emigration, (Entlassungs Urkunde,) left his country, in 1849, to go to America, with the sole view of screening himself by that from the performance of his military duties in the landwehr. On his return now, he wishes to avail himself of his foreign character to settle and live near his relatives, under the pretext of alleged family affairs, wishing thus to wait until the time of his military obligations shall have expired, reserving himself to get out of the way again in case circumstances should render his presence still necessary under the flag.

The passport of which he is the bearer, and which was issued to him by the mayor of the city of St. Louis, Missouri, mentions neither the object nor the duration of his journey, and being thus an insufficient means of legalization, it has been deemed necessary to come to an understanding on these two points with Mr. Von der Sandt. The latter, however, not only refuses all explanation, but will not even come forward at the summons which has been addressed to him by the landrath of Cleves.

In these circumstances, sir, the King's government could only approve and sustain the measure which Mr. Von der Sandt complains of; and I sincerely regret that I am not able to answer in a more favorable manner your intervention in his behalf.

In restoring herewith the letter inclosed in your dispatch, I have, sir, the honor to renew to you the assurance of my high consideration.

THE MINISTER OF FOREIGN AFFAIRS.

For the minister,

LE COQ.

Mr. Sandt to the legation of the United States.

[Translation.]

BREMEN, *May* 25, 1851.

To the honorable legation of the United States of North America at Berlin:

YOUR HONOR: I venture yet again, and, indeed, for the last time, to write to you, for the time for my departure is nigh at hand, and I have even until now waited in vain for a definitive answer.

It is true, I have for some time remarked a cessation on the part of the landraths in my persecution, which I attribute to your honor's interference; but nevertheless, I am assured to-day, that, according to a letter from the government, I am to be sent out of the country; but for all that, still relying on my just rights and your powerful intervention, I await your answer with good hopes.

Should, however, your honor not be in a position to protect an American citizen in this country, who, in spite of a correct passport, is persecuted without reason, then must my elevated thoughts about America vanish, and my pride in being a citizen thereof be undermined.

In that case, I may perceive it to be my special duty to become a warning to every one, and to make my condition known not only through the papers of this country, but also through publication in those of America.

I must also remark, that your honor, conformably to your last letter, is not exactly acquainted with my position; for if I had been apprized of the citation of the landraths, I should have gone blindfold into the power of the party from whom I must protect myself. Should your

honor be informed of the reason of my persecution, I beg you will have the goodness to impart it to me. Under all circumstances I await your esteemed reply.

Your honor's most obedient servant,

H. VON DE SANDT.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 27.] LEGATION OF THE UNITED STATES,
Berlin, June 24, 1851.

SIR:

* * * * * * * *

The decision of the government of Prussia in the case of Mr. Von de Sandt, of which the department is advised, has not satisfied that person, and he has written to me again on the subject. I send a copy of his letter, with a copy of one addressed to him in reply, by way of caution and counsel.

* * * * * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Sandt to Mr. Barnard.

[Translation.]

BREMEN, *June* 9, 1851.

I have received the letter of the secretary of legation, Mr. Fay, of the 26th May, and accompanying extracts from letters of the minister for foreign affairs of Prussia of the 21st May. I see, however, thereby, that you have come to an unjust conclusion, and that your decision, therefore, turns out disagreeably for me.

From the beginning: that I emigrated in 1849 is an error of fact; because, from 5th October, 1843, I threw off the bond of subjection to Prussia, and emigrated a short distance out from here. So, also, is it erroneous to say that I emigrated to get rid of the military regulations. I have fulfilled my active service period, and part of my reserve service, without fault; but if it be that I belong till my fortieth year to the first and second levy of landwehr, and could not emigrate without incurring the appearance of intention to evade my military obligations, and was the military liability the only oppression in this country, there certainly would not be here so many hundreds who, daily, secretly get

across the Rhine, who are not soldiers, and who have no need to fear that; and in America, also, we are not free from the duty of service, but always bound, on any peril which may menace the land, to seize our weapons.

That my non-appearance, on the verbal request of a field-guard, to appear before the burgomasters of Kelle, half a league from here, (not before the landraths,) was given out to seem to be the principal ground of my proscription, is not justice; for, a long time after my proscription, first came this summons, and not in substitution. But the mere fear of my arrest was the reason for my non-appearance; for, had I returned the copy of my passport, which contained nothing dangerous to my personal freedom, to the burgomaster, at his request, and if my longed-for personal freedom were assured to me, I would readily enough have complied with the summons, notwithstanding the learned in the law call it indiscreet to mix up in family affairs, and occasions are not unknown here on which people have been summoned and detained by a police office.

That I desire to reside here under the name of foreigner, that I may evade the landwehr service, is also as untrue and unfounded. I wish to remain here scarcely four months longer; and thereafter, I hopefully look forward not any more to need your protection in this country. Also, yonder in America, can the time of my citizen's rights be settled and decided by competent persons, as important and not to be disturbed, so that I can, according to my oath taken, enjoy all the rights I have claim to, with that, also, of voting.

That in Prussia only one passport signed by the government in Washington is sufficient, was unknown to the person who issued my passport, as well as the Prussian consul who in good faith visaed it as the legitimate pass of an American citizen. Upon this I have made this unlucky journey, and upon this I maintain that I deserve all protection, notwithstanding all denials and intrigues.

Should your excellency, notwithstanding all this, not be in position to secure me liberty to be busy here yet a few months, this may, at least, give you a different idea of my character.

With the assurance that this letter rests on truth and justice, I remain, with the highest esteem, your excellency's most obedient servant,

H. V. DE SANDT.

The MINISTER OF THE UNITED STATES, *Berlin*.

P. S. For better faith in the foregoing language, I send, herewith, literal copies:

1. My passport, with the verification by the Prussian consul at St. Louis.
2. My oath of declaration.
3. My permit to emigrate.
4. My lately received order from the landrath of Cleves, the original whereof is with my father, H. V. de Sandt, of Bremen, where it can be seen, and to whom you may send answer.

H. V. DE SANDT.

Mr. Barnard to Mr. Sandt.

LEGATION OF THE UNITED STATES,
Berlin, June 17, 1851.

SIR: Your letter of the 9th instant has been received, and I lose no time in giving you such counsel in reply to it as your case and the positions you assume seem to demand.

Your letter and the inclosures disclose certain facts which should be noted.

In the first place, if you were a citizen of the United States already naturalized, your passport is an invalid one. A mayor of a city in the United States cannot grant a valid passport. It must come from the authority of the general government, and not from any State or city authority. With the visa of the Prussian consul, your passport proved to be sufficient to enable you to get into the country; but it was not one on which you could rely to protect you in a residence here.

But in the next place, you are not yet a citizen of the United States. Declaring your intention to become a citizen does not make you a citizen. This intention was declared so late as March, 1850, and the time required by law for your admission to citizenship after that declaration is very far short of having been accomplished.

When you ceased to be a citizen of Prussia by your permit of emigration and became a resident in the United States, the laws and government of that country became your protection so long as that residence continued. When, however, you quitted your residence there before perfecting your naturalization, and again took up your abode in Prussia, for your own purposes, your condition was a peculiar one, and required from you a peculiar and very discreet line of conduct. It was impossible for the American legation here to claim you as an American citizen; though, as a resident of the United States, who had taken the first steps in good faith to become a citizen, and whom we should hope one day to see in the full enjoyment of citizenship in that country, we might have asked, and would very gladly have been instrumental in procuring for you, the free permission of the government of Prussia to remain here for any reasonable time required by your business or your convenience.

The error in your case has been in claiming to be an American citizen, and in insisting on the right to remain here as such without declaring your object or business or the time of your proposed stay. I am quite persuaded, if you had presented yourself voluntarily or promptly, on being required to do so, before the proper authority or officer of the locality, and had laid frankly before him the exact truth of the case—your position as a resident of the United States, intending to become a citizen, the business or objects which had brought you back to your old home, and the probable time of your necessary stay—that on satisfying such authority or officer of the sincerity and truth of your declarations you would not have been disturbed.

Perhaps it is not too late yet. If it is still desirable to you to remain, I should advise you to try what a frank exposition of your case before the burgomaster or landrath might be able to effect for you.

But you should avoid any spirit of demand or of controversy. State exactly your position as it has now been laid down to you from this legation; state exactly wherein you have been mistaken, and ask permission, as a matter of favor and courtesy, to remain where you are till you can accomplish the business which brought you back to Prussia.

If you will put yourself on the ground here indicated, and respectfully ask to be permitted to remain in the country for the completion of the lawful objects which brought you here, I should hope that such permission might still be granted to you. I regret very much the inconvenient position in which you find yourself, and am very desirous of being of service to you by the information and advice which I give you.

Your obedient servant,

D. D. BARNARD.

Mr. VON DE SANDT.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 31.] LEGATION OF THE UNITED STATES,
Berlin, July 29, 1851.

SIR: I have the honor to inclose to you copies of correspondence, as follows.

* * * * * * * *

A letter from Mr. Bates to me, of the 19th July, with the inclosure, being a letter from a Mr. Brand, claiming to be an American citizen, and who is imprisoned at Coblentz; my letter to Mr. Bates, of the 22d July, on this subject; a letter from Mr. Bates to me, of the 25th July, referring, in the conclusion, to the case of Mr. Brand, but chiefly relating to the detention of Mr. Thomas N. Dale, an American citizen, at Aix-la-Chapelle, on the old ground of the want of a Prussian visa to his passport; my answer to Mr. Bates, of the 28th instant; and my note to the minister of foreign affairs on the question of passports, of the same date.

My letter to Mr. Bates, last referred to, together with my note to the minister, will show what action I have taken in regard to the difficulty which it seems is still sometimes made by an over-zealous police about American passports. I have the strongest assurances that steps shall be taken to correct the evil.

In regard to the case of Mr. Brand, it will be seen by Mr. Bates's letter of the 25th instant that he had, up to that day, received no further information from Mr. Brand, and that he had written to the legal officer of the king, at Coblentz, on the subject.

In a personal interview which I had yesterday with Mr. Le Coq, the under-secretary of state, (the minister being absent,) I presented the case of Mr. Brand to his notice, as far as I had information on the subject, with an earnest, though friendly, appeal in behalf of this person, if it should appear that he was an American citizen and had

not been guilty of any real crime. I was met, on the part of Mr. Le Coq, with the most friendly assurances. I have handed him a copy of Mr. Brand's letter. I have great confidence that if Mr. Brand is not at once released from his confinement by the local authorities at Mr. Bates's instance, he will be released as soon as the government here can inform itself of the facts, provided the case is one which may admit of its favorable interposition. Whatever facts or information may be received from Mr. Bates will be promptly laid before the minister.

My desire being first of all to procure this man's release, if that be possible, and knowing very well how a formal correspondence (at least, it would be so here,) tends to defeat the object where one wishes to reach a particular result in the shortest time, I have purposely avoided that course in this case. In the end a correspondence may be resorted to, if the case, when all the facts shall be disclosed, seems to require it, whether the man be released or not.

* * * * * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Bates to Mr. Barnard.

CONSULATE OF THE UNITED STATES,
Aix-la-Chapelle, July 10, 1851.

SIR: I have just received the letter from Coblentz, a copy of which is inclosed herein. I have replied, acknowledging its receipt, and requesting the writer to send me his passport, if possible, and to state when he first went to the United States, how long he remained there, and when and where he was naturalized.

If he turns out to be an "American citizen," what shall I do in the matter?

Very respectfully, your obedient servant,

J. C. BATES,
United States Consul.

His Excellency D. D. BARNARD,
&c., &c., &c.

Mr. Brand to Mr. Bates.

[Translation.]

COBLENTZ, *July* 16, 1851.

On the 16th April, last year, I took from the authorities of New York a passport, and also an authenticated copy of my naturalization certificate. On the next day, the 17th, I sailed from New York, and

in fifty-one days came by sailing vessel to London. There I stopped a while; made a visit on business to Ireland; thence back to England, where I remained some months; and then, partly on business, partly on family matters, traveled to Germany. Nearly five weeks I was in the neighborhood around Coblentz, and on the third day of my being here, at 11 o'clock at night, I was sought at my dwelling by a police sergeant, asking for my papers, which I showed him, the which he could not read, being written in English, so he took me with him to the guard-house.

Arrived here, all my effects were examined, one traveling bag, fifteen dollars, four rings, and some body linen besides, taken, whilst the rest which I had gathered in my travels I had forwarded to Liverpool. The day after the arrest I was carried before the police authorities for examination. I asked what was my offense. The official answered me I had been guilty of the offense of sending off emigrants, which is forbidden by law here.

Thereupon I denounced this as the grossest untruth, and moreover called for proof; so I was remanded to confinement, and after three days taken before the public prosecutor, when not a word was said about the beforementioned offense, but a commitment was made out for a term of eight days, with a remark that vagrancy was charged; and in this way was I robbed of my liberty, despite of my papers and passport.

In no respect have I been shown to be an offender or culprit, as has now been said.

I assert that I cannot understand the reason of this proceeding against me, and I make humble petition to your excellency as guardian and upholder of our laws, promptly to effect my liberation from this disagreeable situation, and not only help me to the recovery of my lost liberty, but to follow up all the state of facts, and especially on the foundation of the American laws, which must protect me as a citizen of the United States in a foreign country, to take all proper steps in my behalf.

In the hope of early aid, I subscribe myself, with respectful esteem,

J. W. ED. BRAND,
Doctor of Medicine.

Hon. Mr. J. C. BATES,
Consul of the United States of North America
for the Rhenish Provinces.

Mr. Barnard to Mr. Bates.

[Extract.]

LEGATION OF THE UNITED STATES,
Berlin, July 22, 1851.

SIR: * * * * * * * *

I have also received your letter of July 19, with an inclosure in reference to the arrest and imprisonment at Coblentz of a person claiming to be

an American citizen. If this man is really innocent of any offense, his arrest and imprisonment is a great outrage; and if he is an American citizen, as well as an innocent man, upon the facts being made known to me, I should deem it my duty to make it the subject of a grave complaint to the government.

But the first thing to be done is to get the man out of confinement, if that be possible. If you have received his passport and papers, you will know if he is a citizen of the United States. If you find he is so, I wish you would ask from the authorities at Coblentz for his immediate release from confinement, on the ground of his citizenship, and in case of refusal, that they would furnish you at once with the grounds of accusation against him, and of his imprisonment, in order that, being communicated to this legation, the matter may be laid before the government at Berlin, or such action taken upon it as the case may seem to demand.

If nothing is laid to this man's charge other than what is alleged in his letter, there is certainly very insufficient ground for his imprisonment. If he is an agent soliciting emigration, for purposes of his own, or in behalf of others in whose employ he may be, or if he be a vagabond, as he says they accuse him of being, these are hardly crimes for which he should be subjected to punishment by the Prussian authorities. They might send him out of their territories, if they think his stay here dangerous to the morals or the quiet of the country.

I ardently hope you may be able to effect Mr. Brand's release, and that without any further reference of the matter to this legation.

With great respect, your obedient servant,

D. D. BARNARD.

J. C. BATES, Esq., *Consul, &c.*

[Extract.]

CONSULATE OF THE UNITED STATES,
Aix-la-Chapelle, July 25, 1851.

SIR: * * * * * * * *

Your letter of the 22d instant was received yesterday. I have heard nothing from Mr. Brand, in reply to my letter, and this morning wrote to the *procureur du roi* at Coblentz, requesting him to send, for my inspection, Mr. Brand's passport and papers, that I might determine whether he was really a citizen of the United States.

You shall be duly advised of the course of events.

I am, sir, very respectfully, &c.,

J. C. BATES.

His Excellency D. D. BARNARD, *&c.*

Mr. Fay to Mr. Webster.

[Extract.]

No. 98.] LEGATION OF THE UNITED STATES,
Berlin, May 15, 1852.

SIR: * * * * * * * *

I have to inclose another case growing out of the same question: Mr. Gustavus Behne addressed a note to Mr. Barnard, under date of April 10, 1852. Not distinguishable from a private letter, it followed him to Naples, whence I have just received it.

Annexed is the copy of a note addressed by me to Baron Manteuffel, which, with its accompanying inclosure, states the case. Mr. Behne declares he was not born in Prussia at all. This may possibly procure for him a favorable reply. I have little hope of success in the application of Mr. Leopold.

I have the honor to be, with the highest consideration, your obedient servant,

THEO. S. FAY.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Fay to Baron Manteuffel.

LEGATION UNITED STATES,
Berlin, May 13, 1852.

MONSIEUR LE BARON: Mr. Gustavus A. E. Behne had addressed to Mr. Barnard a note, extracts from which I have the honor to inclose. He declares himself an American citizen, not born in Prussia at all. About July or August, 1840, he received a summons at Dusseldorf to enter the Prussian army, with the information that the Prussian government regarded him as a Prussian subject because his father was a Prussian subject. Alarmed by an attempt to arrest him, he left for America, whence he returned last September. He is now living at Brussels, waiting the answer to his request for permission to remain some time in Prussia, without being called upon to satisfy the conscription.

I have the honor to lay this case before your excellency, with the certainty that, if no valid objections be found to exist, I shall be able to communicate a favorable reply.

I profit by the occasion to renew to your excellency the assurance of my very high consideration.

THEO. S. FAY.

His Excellency BARON VON MANTEUFFEL, *&c., &c., &c.*

enthaltskarte," which said that Mr. So and so, American citizen, the permission to remain at Dusseldorf a year. At the end of or beginning of August I received summons from the Prussian nment to enter the army. I sent that invitation back, answered e negative. * * * A few days afterwards I went to the or of the police, with whom I was very well acquainted, to learn him the reason of this strange procedure. He told me that the ian government looked upon me as a Prussian subject, "because ather had been a Prussian subject, and had, when he left for ica, taken only a passport, instead of a certificate of emigration." lied, and told him to take notice of it, that my father was ican citizen since six years; that, at the time of his departure, s not any more Prussian citizen; that I was American citizen, cknowledged as such by his own government; that I was, further- not born in Prussia; and that Prussia had no claims whatever e.

week afterwards I left Dusseldorf to visit some friends in Province tony, Prussia, and received while there a letter from a friend who with me, informing me that two *gen d'armes* had been at my to arrest me. He gave me the advice to leave, without delay, ontinent, likewise my friends and relations, and I was foolish h to give way. Arrived at Bremen, I went to see Mr. King, ican consul. * * * * * *

ft the 10th of September, 1851, New York for Europe; however, ut intention to remain any length of time in Prussia, or, in that I should have had my affairs arranged before I left. Now, how- I find it of greater advantage to me to study in Germany than ris. I have stayed the last six months here in Brussels, and like to leave as *soon as possible*. Have, therefore, the kindness, give me your ideas about the subject; and, if convenient, ask

Mr. Barnard to Mr. Webster.

No. 67.] LEGATION OF THE UNITED STATES,
Berlin, June 15, 1852.

SIR: I have the honor to inclose herewith a copy of a letter from the office of foreign affairs in answer to one from Mr. Fay in regard to the matter of Mr. Behne. This letter refers to another from the same office, in regard to the same matter, dated October 19, 1849, and which by mistake has not been brought to the notice of the Secretary of State at Washington at the time, for the reasons stated in a note appended to a copy thereof, which is now forwarded.

I transmit also a copy of my letter to Mr. Behne, informing him of the unsuccessful result of his application.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Baron Schleinitz to Mr. Hannegan.

[Translation.]

BERLIN, *October* 19, 1849.

The predecessor of Mr. Hannegan, envoy extraordinary and minister plenipotentiary of the United States of North America, communicated, on the 23d May last, to the King's ministers a petition of Mr. Gustave Behne, citizen of the United States, residing at Dusseldorf, in which this person remonstrates against the injunction served on him to satisfy his military obligations to Prussia.

A correspondence having been opened on this subject with the ministry of the interior, and through its intermediation with the competent provincial authorities, it is only now that the undersigned finds himself in condition to apprize Mr. Hannegan of the result of the inquiries to which the remonstrance of Mr. Behne has given rise.

The father of this individual, doctor in medicine, born at Nordhausen, in Prussia, the 25th April, 1799, had resided five consecutive years at Werninghausen, in the Duchy of Saxe-Gotha. Returning to his native city in 1831, he lived there till the month of May, 1840, where, abandoning his wife and two sons, he went off to the United States of North America, without having previously obtained an emigration license. Of these two sons, one, Gustavus Edward Augustus, (who is at this moment at Dusseldorf,) was born the 1st September, 1828, at Werninghausen; the other, Oscar, the 13th of August, 1831, at Nordhausen. In the month of March, 1843, all the family emigrated, alike without the permission of the government, for North America, carrying off what little property it had in Prussia.

It follows, from this exposition, that the Behne family must be considered as belonging still to Prussia, because it has not legally broken the ties which connect it with its native land. The authority of Dusseldorf has therefore held it to be its duty to call under its flag the eldest of the two sons of Mr. Behne, who has attained the age requisite for serving in the army; and the ministry of the interior announces that it has no power to dispense with the provisions of the law.

In giving this information to Mr. Hannegan, the undersigned has the honor to offer him the assurances of his high consideration.

SCHLEINITZ.

Mr. HANNEGAN, *&c., &c., &c.*

N. B. This note is not recorded in the dispatch books of the legation, and does not appear to have been the subject of any correspondence. It is dated the 19th October, 1849. Mr. Hannegan had returned to his post five days previously, on the 11th, in a high state of fever. On the day of the date of the note I was myself dangerously attacked with an inflammation of the brain, which for several weeks confined me to my bed, and for several months kept me in a state of great suffering. In this way the matter was not communicated to the department.

THEO. S. FAY.

BERLIN, *June* 8, 1852.

Baron Manteuffel to Mr. Fay.

[Translation.]

BERLIN, *June* 5, 1852.

SIR: I have the honor to draw your attention, in reply to your letter of the 13th of last month, to the point that the petition of Mr. Gustavus Edward Augustus Behne, calling himself an American citizen, and who is at present at Brussels, has already been in 1849 the subject of correspondence between the legation of the United States and the king's administration. It was ascertained at that time that the Behne family must be considered as belonging to Prussia, the father, doctor in medicine, having left his native country, in 1840, without an *emigration license*.

On referring, in this matter, to the note which was addressed, 19th October, 1849, to Mr. Hannegan, I will add that, if Mr. Gustavus Behne, who in the month of May of that year resided at Dusseldorf, was not then incorporated in the army, it was because, at the moment of the summons, he undertook a little journey to foreign parts, from which he has not again returned to Prussia.

As nothing has changed since then the position of this young man, the authorization which he solicits, to be able to reënter Prussia temporarily, without being obliged to satisfy his military duties, cannot be granted to him.

In requesting you, sir, to inform the petitioner of this decision, in reply to the request he has addressed from Brussels to Mr. Barnard, I have the honor to offer you the assurance of my distinguished consideration.

For the minister of foreign affairs:

BULOW.

Mr. FAY, *&c.*, *&c.*, *&c.*

Mr. Barnard to Mr. Behne.

LEGATION OF THE UNITED STATES,
Berlin, June 11, 1852.

SIR: I regret to inform you that the government of Prussia declines positively to extend to you the right to reside in Prussia without subjecting you to the requirements of their law in regard to military services. A similar application was made to the Prussian government in your behalf in 1849, and in like manner refused.

The correspondence between this legation and the Prussian minister of foreign affairs on this subject will be forwarded, in copy, immediately to the Secretary of State at Washington.

Respectfully, your obedient servant,

D. D. BARNARD.

Mr. G. BEHNE.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 71.] LEGATION OF THE UNITED STATES,
Berlin, July 13, 1852.

SIR: I have the honor to inclose to you, herewith, copies of correspondence * * * * * *

Relating to Dr. Gutowsky, asking relief from an order to quit Prussia.

Relating to the case of Christian Hormann, a naturalized citizen of the United States, arrested on a demand made upon him to serve in the Prussian army.

* * * * * * *

Relating to the case of B. Meyer, also a naturalized citizen of the United States, on whom a fine has been imposed, in his absence, for having left Prussia without permission, and who is threatened with being forced into the Prussian army, if he can be got hold of.

I beg leave, sir, to call your attention particularly to my letter to Baron Manteuffel in the last case here enumerated. * * I have taken occasion to submit to him some observations on the general

subject of the laws of Prussia in regard to permits of emigration as attempted to be enforced against naturalized citizens of the United States, in connection with the right which she seems disposed to insist on, to compel all such citizens who have failed to obtain permission to emigrate, to enter and serve in the Prussian army, whenever she can lay her hand on them for that purpose. * * * *

The object I have in view * * is to bring the Prussian government to a friendly arrangement in the matter, by which * * it will practically cease to offer * * annoyance to American citizens on this ground.

* * I had a personal and friendly interview with the minister of foreign affairs on the subject, in which I expressed to him directly and distinctly my views, * * and why I thought it important to both countries that we should come to some understanding in regard to it. He agreed with me in thinking this every way desirable, but did not for the moment see what was to be done, since so long as the Prussian laws on the subject existed, the courts must enforce them, and the government could not interfere with the courts. * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Gutowski to Mr. Barnard.

RUKOCIN, *June* 25, 1852.

SIR: The undersigned, being an American citizen, takes the liberty to ask the protection of the authorities of his country in your person; and as the police of the Prussian government in the province of Posen has, by the order of its ober-president, Mr. Putkammer, contradicted my sojourn in that country, and ordered me, without any particular reason, to quit the country in about four weeks, I thought it would be proper that I should ask you would inquire into the motives of my persecution.

I have some of my fortune here in a piece of land which I have purchased for $3,000, and upon which I am farming and cultivating. It would be impossible for me to quit it in such a short time. It is even impossible to arrange or dispose it in any convenient way.

Under such circumstances, I entreat you, sir, that you would be gracious to take it under your consideration, and obtain for me at the minister of the interior a permission to remain here for the next year, till I dispose of my property in some way; in effect of that I humbly ask your kindness that a new passport may be issued for me from your embassy visaed by the Prussian minister.

It is painful to me that during the last year I have been disturbed by the police, though I have done nothing to undergo such a treatment, and I can prove my good conduct by the testimonies of the most

respectable men of this country. I came here because I am born here. I have my relations, my brother and two sisters here, still living; my parents are dead not long since. Having my own fortune, I am not at the charge of any living creature. It is true that I have lost the right of my citizenship in this country by becoming an American, but that quality makes me happy and honest wherever I am. I respect and obey the laws of the country, and I am conscious of my right conduct towards her. As to the politics, I don't take part in them, and I have not been engaged in any affairs towards any government of Europe, and consequently I am entitled to their justice and benevolence.

Your excellency will pardon me this correspondence. It was my wish to go personally to Berlin and explain the matter to you. I am designing to go there on my business, but the police refused to sign my passport, and absolutely prohibited my coming there. As the time presses, I humbly pray that your excellency would be gracious to bring my affair speedily under your consideration and result.

I remain, sir, with all due respect, your most obedient servant,

A. R. GUTOWSKI.

His Excellency Mr. BARNARD,
Minister Plenipotentiary to the Court of his Majesty the King of Prussia.

Mr. Barnard to Mr. Gutowski.

LEGATION OF THE UNITED STATES,
Berlin, June 30, 1852.

SIR: Your letter of the 25th June has been received. I will apply to the ministry of the king in your behalf.

In the meantime, I desire to learn from you more particularly than your letter discloses how long you have been in Europe, where you have resided, and how long at each place, what has been your occupation in these places, and why you reside and wish to reside in Europe instead of the United States, of which you are a citizen?

Your obedient servant,

D. D. BARNARD.

Dr. GUTOWSKI.

Mr. Barnard to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, July 1, 1852.

MONSIEUR LE BARON: I have received from Alexander R. Gutowski, doctor of medicine, at present residing at Rukocin, near Witkowo, in the Grand Duchy of Posen, a letter dated the 25th of June, asking my interposition in his behalf with the government of his Majesty the King to relieve him from the effect of an order which he has received

from the local authority of the province to quit the country within about four weeks.

Dr. Gutowski informs me that no reason has been assigned to him for this order. He is an American citizen, though born in Poland, having been regularly naturalized in the United States in the year 1839. He has a regular passport at such citizen, issued at the legation in January, 1851, and visaed at the office of the ministry of foreign affairs in Berlin on the 9th February, 1851.

Born in the district of country where he now is, where his brother and two sisters now reside, and where his parents resided till their death, which happened not long since, he is the proprietor there of a farm costing three thousand thalers, which he is at present engaged in taking care of and cultivating. This is the information which he gives me. He declares that he has done nothing to deserve the order he has received; that he respects and obeys the laws of Prussia; that he has taken no part whatever in politics; and that he can prove his good conduct by the most respectable persons.

What Dr. Gutowski asks is, that he may have the permission and authority of the government of his Majesty to remain where he is for a year, or until he can dispose of his property without being obliged to sacrifice it.

I should hope that this request of a respectable and inoffensive man, as Dr. Gutowski certainly appears to be, may be considered a reasonable one, and that the permission he asks for may be granted.

I pray your excellency to receive, on this occasion, the assurance of my distinguished consideration.

D. D. BARNARD.

His Excellency Baron VON MANTEUFFEL,
Minister of Foreign Affairs, &c., &c., &c.

Mr. Barnard to Mr. Hormann.

LEGATION OF THE UNITED STATES,
Berlin, July 3, 1852.

SIR: Your letter of the 28th June, sent by mistake to the consul at Bremen, has just been received by me. I have, without a moment's delay, prepared a communication, to be sent to his Majesty's minister of foreign affairs, in regard to your case. You will be informed as soon as the result is known.

Your obedient servant,

D. D. BARNARD.

Mr. CHRISTIAN HORMANN.

Mr. Barnard to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, July 3, 1852.

MONSIEUR LE BARON: Christian Hormann, a citizen of the United States, informs me by letter, dated at Petershagen, the 28th June, that on the 26th June he was arrested at that place, taken to Minden, a distance of one German mile and a half, and placed in prison, where he was kept during the night; that the next day he was taken before the local magistrate or authority at Minden, and, on examination, discharged provisionally, and allowed to return to Petershagen, but only after his signature had been obtained to a writing which he did not comprehend, and after his passport had been taken from him and retained.

The history of Christian Hormann, as he relates it, is this: He was born in 1825, in the village of Seidfeld, belonging to the parish of Petershagen. His father emigrated to the United States in 1830, one of his sons, older than Christian, having already resided there several years. In 1838, his mother went to the United States, and he accompanied her, then being of the age of thirteen.

It had been lately resolved to dispose of the property of his father and mother in Petershagen, and he came to Prussia for this object, and with authority from them. On his arrival at Petershagen, he presented himself before the proper authorities with his passport as a citizen of the United States, and other papers, which were found in proper order.

His arrest, it appears, was upon some allegation that, as a boy of thirteen years of age, he had offended against the laws of Prussia in regard to military service, by accompanying his mother in her emigration to the United States. This seems to have been the idea of the authorities at Minden, whilst it appears that the authorities at Petershagen entertained no such opinion, but the contrary.

I beg leave to ask your excellency's attention to this case, and that I may be informed whether it is claimed that the authorities in question had any ground of justification for this harsh proceeding towards Christian Hormann. If no justifications can be alleged, I am sure his Majesty's government will not allow the case to pass without the proper rectification and redress.

I seize this occasion to offer to your excellency the assurances of my distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL.

Mr. Bates to Mr. Barnard.

UNITED STATES CONSULATE,
Aix-la-Chapelle, July 2, 1852.

SIR: Mr. B. Meyer, a native of Paderborn, in the province of Westphalia, emigrated seven years ago, at the age of eighteen, to the Uni-

ted States, for the purpose of becoming permanently located there; became a naturalized citizen of the same, and is furnished with a passport from the Secretary of State, dated May 6, 1852. He has returned to Germany for the benefit of his health, to see his relatives, and to attend to some private business which requires his personal presence at Paderborn.

Before emigrating, he *did not* obtain the permission of the Prussian government to do so, and since his arrival in Germany, he has been furnished with a copy of a judgment dated November 22, 1851, of the Konigliches Krieysgericht, of Paderborn, addressed to his mother, and condemning him to a fine of fifty thalers, as not having complied with the laws of Prussia with regard to military service.

This copy I inclose to you, marked A. On receipt of this document, he addressed a letter to the burgomaster of Paderborn, dated New York, 20th March, 1852, stating that he emigrated for the purpose of locating himself permanently in America, and not for the purpose of avoiding military service in Prussia, &c. * * * *

This letter was sent by him to the burgomaster, through an attorney of Paderborn, a personal friend of his. No written official answer has been received to it. The burgomaster simply stated, verbally, to the attorney by whom the letter was presented, that he could do nothing in the matter, and that Mr. Meyer would be obliged to serve in the army if found at Paderborn. Other information to the same effect has reached him through personal friends of the family, who occupy official positions at Paderborn, and he is at a loss to know what to do. Go to Paderborn *he must*, be the consequences what they may. He has a mother living there, seventy years of age, whom he has not seen for many years, and, moreover, has important business, of family affairs, to attend to. His intention is to remain in Germany about three months.

In reply to his question as to what he should do, I have given him my opinion that, as a properly naturalized citizen of the United States, he could not be liable to military service in Prussia; but that I saw no proper ground or chance for interference until some proceedings had been officially commenced against him to compel him to do so.

Not being very familiar with the Prussian military laws, I send the papers left with me to you, begging you to instruct me in the matter, both as to advising him what to do and as to the course to be pursued in case he should go to Paderborn, be arrested, and held to military service. I have informed him that I should ask your advice. It is an affair which ought to be settled amicably with the authorities, for Mr. Meyer has given me to understand that he holds some property there, which is in danger of being confiscated in the ordinary course of law.

Mr. Meyer's passport is perfectly in good order. I did not see his papers of naturalization, but he tells me that he has them here, if we wish them.

Very respectfully, your obedient servant,

JOHN C. BATES.

His Excellency D. D. BARNARD,
&c., &c., &c.

Mr. Barnard to Mr. Bates.

LEGATION OF THE UNITED STATES,
Berlin, July 5, 1852.

SIR: I have received your letter of July 2, in regard to the matter of Meyer.

My hands, just now, are full of these cases. I shall lose no time in bringing the case of Meyer to the notice of the government. I have arranged for a special interview with Baron Manteuffel to-morrow on the whole subject. The questions that arise are not without serious difficulty. I hope, however, to be able to make an amicable arrangement, which shall relieve Mr. Meyer and all other American naturalized citizens, situated as he is, from the embarrassments to which they are now subject.

I am not prepared, at this moment, to say that the counsel you have given Mr. Meyer, involving a delicate and long-mooted point of international law, is free from doubt; and I earnestly advise Mr. Meyer, at least, to wait till he hears further from this legation, and not to go to Paderborn at present, to encounter there a judgment recorded against him in a matter which the Prussian law regards as criminal, and in face, also, of the official declaration that, if he comes there, he will be put into the army.

With great respect, your obedient servant,

D. D. BARNARD.

J. C. BATES, Esq., *Consul, &c.*

Mr. Barnard to Baron Von Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, July 8, 1852.

MONSIEUR LE BARON: A person whose name is Meyer, born in Paderborn, in Prussia, in the year 1827, and now a citizen of the United States, emigrated to that country in the year 1845, when he was eighteen years of age, having been furnished with a regular Prussian passport. At the time of his emigration the subject of the military requirements of the Prussian laws, and the necessity, or propriety, of his procuring a permit of emigration was not thought of. Subsequently the subject recurred to him, and he requested his relatives and friends in Paderborn to attend to the matter, and procure for him a permit of emigration, which they promised to do.

Sometime afterwards he went from the eastern to a remote western part of the United States, where he remained for some years, and until recently, and during this period, no communication from his family in Paderborn reached him.

On his return, in the early part of the present year, to the city of New York, he learned for the first time that his friends had neglected to procure for him a permit of emigration, and that proceedings had

been instituted against him for violation of the military laws of Prussia, and he had been condemned to pay a fine of fifty thalers. This judgment was rendered in the royal circle court of Paderborn on the 22d November, 1851.

On receiving this information he addressed a letter on the subject to the burgomaster of Paderborn, dated the 20th March, 1852, a copy of which I have the honor to inclose to you herewith.

He received no answer to this communication except a verbal one, through a friend, that the burgomaster could take no step in the matter, and that if he came to Paderborn he must serve in the Prussian army.

Earnestly desiring from a sense of filial duty, as well as an urgent call of business, to visit Paderborn, Mr. Meyer has arrived in Europe. He has an aged mother living at Paderborn, and there is property there in which he has an interest, which is in danger of being sacrificed without his personal presence and attention. He has no desire, I believe, to remain a moment longer than the business which calls him there may positively demand.

His request is to be permitted to visit Paderborn, and, at the same time, that such measures may be taken in his behalf that he shall be secure against arrest and all annoyance on account of the fine that has been imposed upon him, as well as on the ground of any claim upon him to enter or serve in the Prussian army. He has a regular passport as an American citizen from the proper authority at Washington.

I hope his Majesty's government may find no difficulty in acceding to this reasonable request of Mr. Meyer.

It does not admit of a doubt that this man has not been guilty of any intentional breach of the laws of Prussia. He left Prussia, as all his acts and his solemn oath demonstrate, with the *bona fide* intention of changing his residence and his country, and of becoming the subject of another State. This he has done. And it can no more be predicated of him that he left Prussia with the "intention" of avoiding his military duty, because he chanced to neglect the formality of a permit of emigration, than the same thing could be said of the thousands of others who emigrate yearly from Germany, and who may have complied with that regulation. Doubtless it is to be regretted, and Mr. Meyer himself regrets, that a permit of emigration had not been procured for him at the time of his emigration, since such is the legal regulation. But if such permit would have been granted to him without hesitation, if asked for at the time, as I presume admits of no doubt, there would seem to be no good reason, since he has been guilty of no crime, but simply of the neglect of a formal regulation, why he should not now receive such permission, or something equivalent to it, to take effect from the period of his emigration, and which shall effectually protect him from all annoyances as a citizen of the United States visiting Prussia on his lawful affairs.

I desire on this occasion, as on all occasions, to appeal to the friendly disposition of his Majesty's government towards the United States. On this ground I ask his Majesty's government to consider whether there is not something better to be done in cases of this sort which are now occurring, and likely to occur quite frequently, than to insist on

the rigid application of the domestic laws of Prussia, or to insist on their applicability, under whatever notion of the abstract rights of sovereignty, even supposing them to be ever so well founded, to persons who have in the most solemn form, and in perfect good faith, following in this regard a natural and undoubting impression of their absolute right to do so, renounced their allegiance to his Majesty, and become, as they intend perpetually to remain, the subjects of a foreign and friendly State; whether there is not something to be done better than to insist on a course of proceeding from which no substantial benefit can ever be derived, but which, on the contrary, cannot fail to produce irritation and dissatisfaction, and in the end, it is to be feared, serious difficulty.

It can afford certainly no satisfaction to Prussia, if she should be able, even supposing she could have any such desire, to exact a small sum now and then by way of fine from a few American citizens who may chance to find themselves temporarily and on their proper business in this country, because from thoughtless inattention when they were mere boys they went away, or because their parents, from thoughtlessness or any other cause, led them away from Prussia to a foreign country without having first obtained a permit of emigration. Still less could Prussia derive either satisfaction or profit from the forced service, if such a thing were practicable and would be submitted to, of such American citizens in the Prussian army; though on this point I must be allowed to add, that I cannot suppose that his Majesty's government can have any design or any desire to force these citizens into its military service.

Is it necessary, then, let me ask, or can it be proper, that the local authorities in Prussia should be suffered to take advantage of the casual presence of these persons in Prussia, coming here on errands of affection or of business, to annoy and harass them by proceedings which are not at all likely to produce any beneficial result to anybody, or any practical result whatever, except such as everybody must lament; or by holding up the laws, exactions, and proceedings referred to, as a threat and a terror, to prevent or deter them from coming here, when on every consideration of justice, of humanity, and of friendly regard towards the country of their adoption, and which now owes them protection, they ought to be allowed to do so?

Mr. Meyer, as I have said, is now in Europe. He is here expressly for the purpose indicated by me, and is waiting for the proper protection to enable him to visit to Paderborn.

Accept, Monsieur le Baron, on this occasion, the asssurance of my distinguished consideration.

D. D. BARNARD.

His Excellency Baron Von Manteuffel, *&c., &c., &c.*

Mr. Barnard to Mr. Webster.

[Extract.]

No. 72.] LEGATION OF THE UNITED STATES,
Berlin, July 20, 1852.

SIR:

* * * * * * * *

I forward, also, herewith, a copy of an additional letter from me to Baron Von Manteuffel, in the case of Dr. Gutowski.

* * * * * * * *

I have the honor to be, with the highest respect, your obedient servant.

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Barnard to Baron Von Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, July 14, 1852.

MONSIEUR LE BARON: Referring to my letter to your excellency of the 1st of July, 1852, in reference to Dr. Gutowski, I have the honor herewith to inclose to you, at his request, two documents, which I have just received from him, and which I doubt not will receive all due attention. These documents are:

1st. Dr. Gutowski's petition to his excellency the minister of the interior; and

2d. A certificate of guarantee for Dr. Gutowski, from the Count Skorzewski.

I renew to your excellency, on this occasion, the assurance of my distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL, *&c.*

Mr. Barnard to Mr. Webster.

No. 75.] LEGATION OF THE UNITED STATES,
Berlin, August 3, 1852.

SIR: I have the honor to inclose to you a copy of a letter addressed by me to Baron Von Manteuffel, in the matter of Christian George Born. I do not send a copy of Mr. Born's letter to me, as he has informed me that he has already transmitted a copy to the department.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER, *&c.*

Mr. Barnard to Baron Von Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, August 3, 1852.

MONSIEUR LE BARON: I regret very much to be obliged to bring to your excellency's notice another complaint of a citizen of the United States, traveling in Prussia on his lawful business. The proceeding complained of took place at Minden, and the principal actor in the affair was an official personage whose name is Von Hassenkrug, though there were others who seem to have taken a willing part in it.

The person to whom this wrong has been done is Mr. Christian George Born, a native of Prussia, but a resident of the United States since 1837, and now a citizen of that country. He is a merchant, engaged extensively in business, and visits Germany in that capacity, though he is at the same time specially commissioned by the Department of State at Washington, as bearer of dispatches to the legation of the United States at Vienna, to which place he has now proceeded. Of his entire respectability and unexceptionable character there cannot be a doubt, nor is it easy to understand what possible excuse there could have been for making him an object of suspicion, and treating him as he was treated, like a criminal.

Mr. Born having addressed to me a full and minute statement of his grievance, and of the circumstances of his arrest, detention, and examination, I have caused a translation of the principal contents of that communication to be made into the German language, which I have the honor herewith to inclose to you, together with an appendix, containing a long list of names of respectable persons in Prussia to whom Mr. Born refers for his character and standing.

The sum of the case then, is this: Mr. Born comes to Prussia as an American merchant, visiting the merchants and manufacturers of Prussia with a view to the prosecution and extension of his lawful business, and by which the beneficial trade between the two countries would be promoted and extended. He enters Prussia with a regular passport, which is regularly visaed at Aix-la-Chapelle. Having business to transact at several different towns and places in the neighborhood of that place, three or four weeks is thus actively consumed. He then leaves Dusseldorf to go to Bremen, through Minden. At Minden he encounters Mr. Von Hassenkrug. This official from the first is imperious and rude in his behaviour. He threatens to detain him before he has seen his passport, and before he could know if there was the slightest ground for detaining him. When his passport is produced, he immediately pronounces it not in order, and yet immediately proceeds to write a visé upon it, and he renders it back to the bearer as a proper authority for his proceeding on his journey. But happening at this moment to understand that Mr. Born was on his way to Bremen, and so about to pass out of Prussia instead of remaining in it, he takes his passport from him, and angrily proclaims that he shall be detained, and his baggage minutely searched. To convince him of his error, and to show him who it was with whom he was dealing thus harshly, Mr. Born exhibits to him a document under the

assumed until the contrary shall become manifest, and, if molested at all, it should only be with the most studied and delicate regard to his personal rights and his feelings as a man. This is what is due to every human being; and enlightened and humane as the government of his Majesty is well known to be, this, I assume, is what is, and always must be, accorded to his Majesty's subjects in the circumstances supposed; and this is what, in the behalf of my government, I claim shall be accorded, under the same circumstances, to the citizens of the United Stases visiting Prussia. It certainly would have been as easy and quite as efficient to have conducted the proceedings in the case of Mr. Born, in a mild, reluctant, temperate, and friendly spirit, as with the fierce zeal and vindictive temper manifested towards him. There were no appearances about him to have raised at any time even a well-grounded suspicion. He had not entered Prussia without a passport perfectly in order; and for the time that he had remained within the Prussian dominions, there was nothing which was not susceptible of the easiest explanation, and nothing which was not promptly and fully explained on the spot. There was a respectable Prussian present to answer for him, who had known him for thirty years; and if anything was still wanting to put an end to all questions about his character and pretensions, it was supplied by the commission which he bore and exhibited from the Department of State at Washington. This, however, was not only not enough to prevent his being detained and ill treated, but this very document gave occasion to Mr. Hassenkrug to vent his vulgar malignity against a government and country with which his Majesty the King, his royal master, maintains relations of peace, commerce, and amity, as they have been maintained uninterruptedly, by treaty, from the time of the Great Frederick, and from the earliest infancy of the American government.

The proceedings against Mr. Born, and his personal treatment, were altogether in a spirit of oppression and vindictiveness such as a known and undoubted criminal might perhaps have encountered without cause of complaint, and not at all in the spirit of an honest and necessary inquiry, made merely to ascertain whether there was any reason for detaining him, or regarding him as a suspected person. His examination was prosecuted in an inquisitorial manner, and as if to intimidate and entrap him. His language was misinterpreted, and his truth openly questioned and denied. He was treated throughout as a guilty person, assumed to be so, and as if nothing remained but to find in his words, or among his effects or his papers, not the proofs of his guilt, but the materials to justify the assumption of his guilt; and all this while, I feel bound to say, that Mr. Born was as innocent, whether in conduct or in thought, of any offense against his Majesty, his government, or his laws, as his accuser, or his respectable examiner, and that from the first to the last there was not the least reasonable ground for believing otherwise.

I submit this case to your excellency's consideration. It cannot fail to be regarded as one calling for the interposition of his Majesty's government, and for some suitable action on its part. The case is the more grave, because it does not stand alone. If it had been a solitary instance, it might have been looked upon in another light; but, unhap-

On my arrival in the city of New York, in October, 1837, I lawfully declared my intentions of becoming a citizen of the United States, and, after the lapse of about seven or eight years, (not leaving the Union on a visit to foreign countries until the 25th April, 1844,) the certificate of citizenship was given me, and ever since it has been my constant study and pleasure to be a true citizen of the Union in every sense in words and acts, and when abroad abstaining entirely from expressing an opinion on measures or politics of European governments.

As at the present time, I have visited Europe for business purposes in 1844, 1846, 1848, and twice in 1851, without being troubled, at any time, till yesterday, except on my arrival from New York on the 31st May, 1844, in Havre, where a custom-house officer wanted to search my pockets, which I resisted, and my conduct was approved by the collector of said port.

This time, I left New York on the 29th day of May last, in the United States steamer Atlantic, and entered Prussia, June 12th, as per visé on my passport by the police at Aix-la-Chapelle.

In Aix-la-Chapelle, Burtschied, and Duren, I remained then up to about June 18, 22, transacting business with cloth manufacturers, and then left by railroad, *via* Cologne and Dusseldorf, to Langenburg, where I stayed three days with my friends, then visiting Elberfeld, Burmen, Swheren, Ronsdorf, Lennep, and Huckeowagen on business, and returning to Langenburg, July 5. On the 6th instant proceeded to Langenburg, *via* Velbert, Werden, and Kettwig, &c., to Viersen; spent the 7th with Fred. Diergardt in Viersen, William Ditthey in Rheydt, and arrived the same evening in Crefeld.

In the morning of the 8th instant attended to business in Crefeld, and went in the afternoon *via* Dusseldorf to Deutz. Spent the morning of the 9th with Director Merrisen, at the counting-house of A. Schaaffhausen's Banking Associations, and in the afternoon went back to Dusseldorf. Spent the 10th in Dusseldorf with Feldmann Simons and lady, who are the parents-in-law of my partner Schleiper. The same day, in the evening, at 11 o'clock, left Dusseldorf in the quick railroad train taking a second-class place through to Bremen, arriving at 4½ o'clock at Minden, and there passengers were informed by the conductor that we had to change cars, and time for taking a cup of coffee. Having scarcely sat down in the first and second-class room to the coffee table, a police officer came and demanded the passport of each passenger, when it struck me that I had left mine in the trunk, and informing said officer thereof, and sitting just by the side of Mr. Frowein, a merchant from Elberfeld, who then was delivering his passport, I said, inquiringly, that this gentleman knew me well during the last thirty years, and if, in consequence, my card would suffice? To which the officer returned in rage, No; and added that he would keep me here. I then ran to the baggage-car, procured my trunk, took out in a hurry my passport, and unintentionally with it a commission which I held from the Department of State as bearer of despatches to our legation at Vienna. Coming back to the first and second-class room, I found the officer who had spoken to me, and whose name he afterwards made me understand was Commissarius Von Hassenkrug, engaged in still visaing passports, of which he had left about eight or ten laying unfinished before him, and when

Ruhl, as I heard him called, entered, whose business seemed to be "visaing the books of wandering professionists," of whom a number came in and left. At last, towards 10 o'clock, a young man who was called lieutenant, came in, and called me to the stand by my name; he then commenced an examination with me, and his sole aim thereby seemed to be bent on perverting and misunderstanding every word that I answered; and discovering and seeing that he was for and in coalition with my maltreator, Von Hassenkrug, I earnestly requested of him more than half a dozen times that "Herr landrath, the chief of police, would deign to be present at the examination of my papers and scriptures," to which at last he replied he would go and see about it, and actually leaving the room; but it so happening at this moment that my eyes fell on the face of the above-mentioned Mr. Ruhl, I actually thought to read in it that "Herr landrath would not be present;" and then again I repeated my request to several of the police officers going in and out, to solicit the favor for me from Herr landrath, which several promised to do, but, after half an hour's delay, the above-mentioned lieutenant came in again, accompanied by Commissarius Von Hassenkrug, and said to me the landrath was prevented by official duty to be present, and he was ordered to examine into and read my papers, unless I would deliver the same to him to be taken to the landrath, which I refused to do, saying at the same moment, it would be my duty to inform your excellency that the landrath could not, or either would not be present." I then opened my trunk, and he, in presence of Von Hassenkrug and myself, opened and read every piece of paper and writing in my possession, in all of which he could not find a single line nor word to be turned against me, except that I was carrying with me "one sealed letter" which is addressed as follows: "Herr H. Thomas, Mechaniker, Montbijin Platz, No. 10;" this letter was given to me in New York previous to my departure by Frederick Mohl, Esq., of Berlin, who spent last winter on a visit to the States, to Havana, &c., and who informed me that Mr. Thomas was furnishing machinery to cloth manufacturers, and would be the best person to tell me who of said cloth manufacturers in Silesia was turning out and finishing his goods suitable for our markets. The place of destination, for instance, "Berlin" is not written on the letter, as I am going to prove to you, sir, next week, when I hope to arrive in Berlin, from Hamburg, and have the honor of paying my respects in person to your excellency. Mr. Mohl I suppose to be also now in Berlin, in which case I will take the liberty of bringing him along with me, and introducing him to you.

The above-mentioned lieutenant and examinator told me that it was punishable carrying that sealed letter to Mr. Thomas, and I requested him to mention it in his report, as I did not wish evading to pay the fine the law imposed for carrying it.

Failing entirely to find anything else in my possession but that sealed letter without its complete address on which to hang a feather, the said lieutenant again endeavored willfully to interpret and pervert my language to Commissioner Von Hassenkrug, insinuating even that I had raised latter's suspicion by claiming to be a courier, all which is a mere contrivance of these swaggering officials, for my very first mention of holding and showing to him my commission or courier's pass-

port was only after he had ordered me and my baggage to stay behind, and be treated as a prisoner. At last, towards 12 o'clock, I was suffered to depart free and without police accompaniment from the police court of the city back to the railroad station, where I arrived just in time for the departure of a train to this place, and though during my examination I had thought of proceeding direct to your legation at Berlin, but on consideration of the uncertainty of finding you home at once, and the pressing nature of the business I have to attend to here previous to the departure of the steamer Hermann the 16th instant, I concluded to come to this city, and inform you of my arrest and maltreatment at Minden in writing.

Sir, to the truth of every word I have written down here I am ready, at any time and place, to make oath in the presence of my God and Creator, and I now expect your excellency to act in this matter with energy and dispatch. My arrest and detention was not made in entering the territory of Prussia, but in leaving it, which is without excuse, and the more aggravating by its casting on me either the guilt of a thief or a spy, or something still worse; and as everything is likely to be resorted to by the officials of Prussia to disparage my statement and question my veracity, I herewith inclose a list of names of highly respectable persons, and subjects of Prussia, to whom I am personally known, to many of whom from childhood, and whose opinions of me can easily be ascertained. To most of the better class of inhabitants in Ronsdorf, Elberfeld, and Langenburg I am particularly long and well known.

It may perhaps be proper to mention to your excellency also, that I enjoy the honor, since the 1st day of January, 1839, of being personally and intimately known to his excellency Millard Fillmore, the faithful President of the United States.

Sir, I most earnestly deplore having been the object of such high-handed insults and outrages, the like of which amongst friendly nations I have never heard of before, and I would not dare showing my face with my fellow-citizens at home again, without having done all I can to obtain redress.

I therefore claim from the government of Prussia the payment of twenty thousand rix dollars for the arrest and insults which have been practiced on me personally in its name, and by its official servants, yesterday morning; and besides, such suitable national apology from it to our government as may be deemed sufficient and satisfactory to our President.

I have the honor to be, most respectfully, your excellency's obedient servant,

CHRISTIAN GEORGE BORN,
of New York.

His Excellency D. D. BARNARD,
Minister of the United States for Prussia.

List of names of highly respectable persons, to whom Christian George Born, now of the city of New York, is personally and well known:

Prince Franz von Wittgenstein, Berleburg.
Voss. Kris Secretain, L. H. Althaus, merchant, } In Berleburg, near Armberg.
Charles Martin, postmaster, Erndebruck, near Armberg.
Charles Rinz, lawyer, F. Hammer, merchant, } In Lasphe, near Armberg.
Engels Puffrath, merchant, Julius Johanny, merchant, Ernest Johanny, merchant, } In Hurheswagen, by Elberfeld.
J. H. Von Baur, merchant, August Hotthausen, merchant, William Kneip, merchant, J. N. Siebel, merchant, N. G. Grote, merchant, J. E. Bleekman, merchant, Charles Braun, merchant, Charles Von Baur, merchant, } With many others in Ronsdorf, near Elberfeld.
William Boeddinghaus, merchant, Henry Boeddinghaus, merchant, William Ulinbrug, merchant, Theodore Besenbronck, merchant, Adrian Koehler, merchant, } With many others in Elberfeld.
Peter Schlieper, merchant, Gustav Schlieper, merchant, S. W. Haarhaus, merchant, Johann Schrieck, merchant, Edward Jung, merchant, William Simons Koehler, merchant, Peter Strasweg, merchant, J. P. Ufor, merchant, Gustav and Charles Wolff, merchants, } And many others in Elberfeld.
William Colsmann, merchant, Edward Colsmann, Charles Colsmann, Aug. Feldhaff, Gustav Hoomann, Julius Koetgen, Diergardt, doctor of medicine, } With many others in Langenberg, near Elberfeld.
William Weddigen, merchant, Frederick Weddigen, merchant, Aug. Mittelstenfcheid, merchant, Theo. Mittelstenfcheid, merchant, Charles Karthaus, merchant, Gebruder Schuchard, merchant, F. H. Wirth, merchant, } And many others in Bremen.
Edward Busehi, merchant in Schwebun.

John Mohn, Vebbert.
Ernst Scheidt, merchant in Kettwig.
Frederick Diergardt, merchant, Viersen, near Crefeld.
William Ditthey, merchant, Rheydt.
G. B. Von der Herberg, merchant, Crefeld.

Feldmann Simons, rentier, Henry Heegmann, rentier, Conitl Leser, rentier, Sartorius Bargmann, merchant,	In Dusseldorf.
Edward Toenniés, merchant, J. H. Kesselkaul, merchant, Ernst Klinekenberg, merchant, J. A. Bischoff, merchant, Julius Schuremann, merchant,	And others, in Aix-la-Chapelle.
Frederick Mohl, rentier, B. F. Wesmer, merchant, H. Demuth, merchant, A. Kochne, banker,	In Berlin.

Mr. Barnard to Mr. Webster.

[Extract.—Confidential.]

No. 76.] LEGATION OF THE UNITED STATES,
Berlin, August 3, 1852.

SIR: Mr. Born having appealed himself to the department, by sending a copy of his letter addressed to me, I proposed at first to leave his case into your hands, or at least to wait for your instructions, and I so informed him. But I have supposed on the whole that the department would prefer, in all cases of this sort, which are rather troublesome than serious, should be taken care of at the legation, at least in the first instance.

As complaints on the part of citizens of the United States, native as well as naturalized, of ill-treatment in Prussia, have multiplied of late, I have assumed a more serious tone in the case of Mr. Born, than otherwise I should have thought altogether necessary.

You will observe that the complaints which come to this legation are chiefly from the German Americans. There is no doubt that, coming back here, they are always more or less objects of suspicion. The Prussian government and its officials are always on the lookout for the German Democratic Propaganda and its agents. Slight things are enough to arouse attention; and it happens, unfortunately, that many of our naturalized German citizens visiting their native country, who are in no sense political agents, and who come here on no political errand whatever, come nevertheless with very sublimated notions of the personal liberty and independence which belong to them as Americans, and are apt to forget that Prussia is not exactly the most appropriate sphere in which to display these qualities. As a general thing, they submit

with much less patience and good temper to the internal and police regulations of European counties than our native American citizens. Their high bearing and assumptions are often the commencement of the difficulties they encounter. They do not easily brook the exercise of any sort of summary authority over them. And when, having fallen into trouble, they bring their complaints to an American legation, their demands are apt to be very high and very imperious. Mr. Born, for example, one of the most respectable and well informed of the whole class of German emigrants returning to visit their native country, demands, as you will observe, twenty thousand rix thalers for his detention of six or eight hours, and very modestly informs the American minister at Berlin, that "he expects him to act in his case with energy and dispatch."

My correspondence with the department, already forwarded, will show the state of the question with Prussia and Hanover, in regard to their demand upon naturalized citizens for military services, and for fines or penalties for having avoided their military duties.

I consider the Hanoverian government as having yielded, practically, the right to exact military service of persons who have become citizens of the United States, and who may be found temporarily within the King's dominions. I hope the Prussian government will do the same thing. * * * * * * *

I have the honor, &c.,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Barnard to Mr. Webster.

[Extract.]

No. 78.] LEGATION OF THE UNITED STATES,
Berlin, August 10, 1852.

SIR: I have the honor to forward to you herewith a copy of a letter addressed by me to Dr. Gutowski, in reply to one from him urging action upon his petition to the Prussian government.

* * * * * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Barnard to Dr. Gutowski.

LEGATION OF THE UNITED STATES,
Berlin, August 3, 1852.

SIR: Your note of the 27th July has been received. A special application was made by me in your behalf to Baron Manteuffel on the

1st July, and on the 14th July your petition to the minister of the interior, and the certificate of guarantee which accompanied it, were sent in. No answer has yet been received. The case is in the hands of the Prussian government, which, in such matters, always moves with deliberation.

It is proper I should inform you, that having voluntarily returned to the country of your birth, where you have purchased a farm and taken up your residence, the Prussian government has a right to regard you as its subject, and so treat you in all respects. And you have now, by your petition, asked to be received again as a Prussian citizen. Under these circumstances, the government of the United States cannot claim to interpose of right in your case, as in behalf of a citizen of that country. I shall be very glad if what I have done may be of any servise to you, as I still hope it may; but the decision of your case rests with the Prussian government.

I am, sir, your obedient servant,

D. D. BARNARD.

Dr. GUTOWSKI.

Mr. Barnard to Mr. Webster.

No. 80.] LEGATION OF THE UNITED STATES,
Berlin, August 17, 1852.

SIR: I have the honor to inclose to you herewith a copy of a note which I have received from the minister of foreign affairs in reference to my letter to him on the complaint of Mr. Born.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

The Minister of Foreign Affairs to Mr. Barnard.

[Translation.]

BERLIN, *April* 14, 1854.

SIR: I hastened to bring to the knowledge of the minister of the interior the facts which you indicated to me in your note of the 3d of this month, concerning the proceedure of an agent of police at Minden towards Mr. Born, merchant, citizen of the United States, and so soon as the result of the investigation I have sought on this subject shall be known to me, I shall have the honor, sir, to apprize you without delay.

I seize, meantime, this occasion, sir, to renew to you the assurance of my high consideration.

THE MINISTER OF FOREIGN AFFAIRS.
For the Minister, LE COQ.

His Excellency Mr. BARNARD, *&c., &c., &c.*

Mr. Barnard to Mr. Webster.

No. 89.] LEGATION OF THE UNITED STATES,
Berlin, October 12, 1852.

SIR: I have the honor to inclose to you, herewith, a copy of a letter which I addressed to Baron Manteuffel on the 9th instant, in behalf of John Joseph Kracke, formerly a subject of the King of Prussia, and now claiming to be an American citizen, who has been placed in the ranks of the Prussian army, as a soldier, to serve for three years.

I send also a copy of the communication addressed to me by Mr. Kracke, and which was handed in to the legation by a Prussian military officer, who, in a private and confidential way, expressed much sympathy for this man.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. DANIEL WEBSTER,
Secretary of State.

Mr. Barnard to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, October 29, 1852.

M. LE BARON: I have the honor to inclose to you herewith a copy of a communication addressed to me by John Joseph Kracke.

It will be seen that Mr. Kracke, according to the simple and ingenuous account which he gives of himself, was born in Prussia in 1824; that in the fourteenth year of his age he went to reside, and to learn his trade, in Hanover; that in his seventeenth year he went to Holland, where he resided till his twentieth year; that at this time his parents emigrated to the United States; that he followed them from Holland to that country, where he has become a citizen, and the owner of lands and other property; that his health having become impaired, he has, by the advice of his physician, made a voyage to Europe; that on arriving at Recke, in the province of Westphalia, on a visit to the home of his youth, he was immediately arrested, and forced into the ranks of the Prussian army as a soldier, for a service of three years, where he now remains.

If the relation which Mr. Kracke gives of himself shall be found to be correct, I hope his Majesty's government will not hesitate to grant him a prompt discharge from the army, and liberty to return to his adopted country. I beg leave to refer your excellency to the general observations touching cases of this description, which I had the honor to submit to your consideration in my letter of the 8th of July last. I had indulged in the hope that measures might be adopted which would prevent the actual occurrence of cases like this of Mr. Kracke.

I have reliable information that Mr. Kracke is in the utmost distress at the situation in which he finds himself. He is utterly unconscious of any intentional offense against the laws or government of his native country, on account of the manner of his emigrating from it. For fourteen years, from his early boyhood, he has not resided in Prussia, and, in the meantime, he has made a home for himself in another and distant country, where he has assumed the rights and duties of citizenship, where his property is situated, and where all his interests in life are centered. Returning to visit the place of his birth, having become, as he believed, in every legal and just sense, a foreigner, he finds himself seized upon as a soldier of his Majesty the King, and he sees nothing before him but the certain sacrifice of his property, and the blasting of all his prospects in life. I am sure that no officer in his Majesty's service can exercise military authority over this unhappy man without painfully feeling the appeal which the laws of common humanity must perpetually make in his behalf.

In the application which I now present for the discharge of Mr. Kracke, I wish to avoid all reference to the abstract question of the rights of sovereignty which may be supposed to be involved in the case. I wish it to be understood, also, that I am aware of the importance, in a military point of view, which the government of his Majesty may attach to the laws of Prussia which regulate and control the emigration of his Majesty's subjects. The actual case is one of pressing and painful interest, and one in which the relief ought to come promptly. I am happy to believe it is one in which this relief may be granted without the sacrifice of any principle or any interest which Prussia may think it important to maintain, whether for her rights of sovereignty or for the efficiency of her military power.

I seize this occasion to offer to your excellency the renewed assurance of my distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL, *&c.*

Mr. Kracke to the American Minister.

[Translation.]

MUNSTER, *September* 29, 1852.

The humble petition of Johann Joseph Kracke, native of Recke, near Tecklenburg, some time musketeer in the second company of the musketeer battalion of the fifteenth infantry regiment at Munster, for the gracious intervention, for his discharge from the Prussian army, of the American minister.

Your excellency will graciously allow me to place the following petition before you:

I was born at Recke, near Tecklenburg; I was a royal Prussian subject according to the constitution of that time.

In my fourteenth year I left Recke, my birth place, and went to Osnabruck, in Hanover, where I learned my occupation, and labored

from my seventeenth year to the twentieth in Holland. At this time my parents, at Recke, came to the determination to emigrate to the United States of North America, and I followed them from Holland.

Although I know not whether the consent of the royal Prussian government to the release from the condition of the bond of allegiance was sought by my family on my behalf, I believed, at least, that I was discharged from my condition of subject, because from my fourteenth year I had not resided within the Prussian territory, and was already naturalized and a subject of military obligations towards the United States.

Upon my arrival at New York I went on to Cincinnati, became there domiciled by a purchase of real estate, and there obtained the rights of a citizen of the United States of North America. The beforementioned matters are established, in part, by my written depositions at the bureau of the headquarters of the regiment, partly from the official archives of the burgomaster's office at Recke, and also can be proved by searches in the municipal government of Cincinnati city. I had now lived, until this year, as a citizen of Cincinnati, and traveled by direction of my physician, on account of impaired health, back to Europe, furnished with a passport issued by that government, certified by my superior military chief.

On my arrival at Recke I was at once arrested by the police of the place, and for the fulfilling of my military obligations as a Prussian subject, which I no longer consider myself, was brought here for military service, and must moreover serve three years on military duty. My real estate in the city of Cincinnati, if I cannot go back to take care of it for three years, will be reduced to ruin, but also every probability that it will be aliened so that on return all my possessions and effects will have vanished, and I shall have become a poor man.

Under these very unfortunate circumstance I turn myself with the utmost confidence to your excellency with the humble petition that you will intercede with the Prussian royal government that I as a citizen of the United States of North America, and as such not under allegiance as subject of this country, shall be set free from military restraints.

Should, nevertheless, the impossibility of the fulfillment of this my petition be against me, then I request your excellency to give knowledge of it to the government of the United States, in order that until my return my real estate, left at the city of Cincinnati, may be taken care of.

In hopes of your highest welfare, I subscribe myself, your excellency's most obedient servant,

JOSEPH KRACKE.

Mr. Fay to Mr Webster.

[Extract.]

No. 103.] LEGATION OF THE UNITED STATES,
Berlin, October 26, 1852.

SIR: In his dispatch No. 57, [71,] under date July 13, 1852, Mr. Barnard communicated copy of a note addressed on the 8th to the Prussian government, presenting the case of Mr. B. Meyer, native of Paderborn, Prussia, who having emigrated seven years previously, without a permit of emigration, and just returned to Germany, furnished with a passport as an American citizen, dated May 6, 1852, from the Department of State, had been notified of a judgment condemning him to a fine of fifty thalers, for not having complied with the conscription law of Prussia.

His case presented circumstances of peculiar hardship, and furnished a proper opportunity for trying the question whether the government of Prussia intends to persevere in a strict application of the Prussian military law to naturalized American citizens, even having emigrated in early youth, resided long in the United States, and returned to Europe only temporarily, from the necessities of business, or the claims of private affection.

Mr. Barnard, therefore, with a strong statement of the case, addressed an application to the foreign minister, that permission should be granted Meyer to visit Paderborn upon some imperative private business, and to see his mother, aged seventy years, and requested that no measures might be taken on account of the fine, or to force him into the Prussian military service. After a lapse of three months and a half, a reply has just been received, of which a copy is subjoined.

It was not my intention to address you during the absence of Mr. Barnard, but this document is of a character to be brought to your notice without delay. The substance of it is as follows:

It flatly refuses Mr. Barnard's request that Mr. Meyer should be allowed to make a temporary sojourn at Paderborn, and declares, should he set foot on Prussian territory, he would be instantly incorporated into the army. Even upon payment of the fine, his obligation to serve in the army remains. No power can legally disengage him from the bonds attaching him to Prussia. If the government of the United States desires in future to avoid similar collisions, it should never receive as a citizen any native of Prussia, unless furnished with a permit of emigration. Finally, if the government of the King undertakes to execute the law against a Prussian subject, upon Prussian territory, that of the United States will have too high a sense of its own dignity to offer any opposition. * * *

A recent statistical publication, entitled "Hubner's Year Book for Agriculture and Statistics," estimates the German emigration of 1851 at 113,000, declaring that these are not the idle, vicious, and poor, but the industrious, the intelligent, the skillful, and the moderately thriving; and that, on an average, each individual carries from the country 200 thalers. If this be true, (and an emigrant can hardly

leave this continent without some cash for his passage, &c.,) then twenty-two millions of thalers a year, and more than two hundred and twenty-six millions in ten years, are drained from Germany by the ever-increasing emigration. * * * * *

I have the honor to be, sir, with the highest consideration, your obedient servant,

THEO. S. FAY.

Hon. DANIEL WEBSTER,
Secretary of State.

Baron Manteuffel to Mr. Fay.

[Translation.]

BERLIN, *October* 22, 1852.

MONSIEUR: The letter which Mr. Barnard did me the honor to address to me, the 8th of July last, on the subject of one Meyer, a native subject of Prussia, born at Paderborn, who had emigrated to America, has given occasion for a correspondence with the minister of the interior, who has just communicated to me the report which he had called for on this matter from the proper provincial authority.

Here is the result: The person in question, born in 1827, is a son of the inn-keeper Meyer, whose widow still lives at Paderborn. In 1845, when he had scarcely attained the age of eighteen, he went to America, in the hope of finding opportunity to make a better living than in his own country, where even his mother with difficulty supported herself. Young Meyer did not at that time ask for a permit of emigration, he desired to reserve to himself the privilege of return to Prussia, in case he should not succeed in making a condition for himself in the United States. When he had attained the required age, he was summoned to return to Prussia to satisfy his military obligations, and having neglected the citation, a sentence passed 7th July last, year, condemned him to a fine of fifty crowns.

In this state of things the government cannot authorize Meyer to make a temporary sojourn at Paderborn to regulate his family affairs; it must insist, on the contrary, that this young man, if he place his foot on Prussian soil, be incorporated into the army.

I have already had the honor, sir, to cause you to observe above, that before quitting Prussia, Meyer had not asked to dissolve the ties which bound him to his native country, as he might have done, in the terms of Section 17, No. 1 of the law of December 31, 1842. On the contrary, he wished to continue to be a Prussian, to provide for the contingency of return to his country. If, notwithstanding, he has caused himself to be admitted as a citizen of the United States, he must blame himself, if by such step he has brought about collisions as to his personal relations towards two States. In his quality of Prussian subject, he is subject to military service in Prussia; not having presented himself in due time to range himself under the banners, he was duly

condemned to a fine conformably with the regulations of law. Even if Meyer pay the fine which has been imposed on him, he still continues under obligation to do duty in the army, as every other subject of the King able to bear arms; and until this obligation is satisfied, he cannot lawfully be released from the bonds which bind him to Prussia. The government of the United States would be in the wrong to accuse that of the King of a want of good will, because he may make full and entire application of the law to one of his subjects who has caused himself to be received as citizen of the United States. If your government desires to avoid for the future similar collisions to that which has been brought about by the conduct of young Meyer, a simple means of attaining that end presents itself; it is only never to receive as citizen a Prussian by origin if he is not able to produce a permit of emigration. When any individual obtains naturalization in a foreign country, the government of his native country can never acknowledge that this fact, of itself, releases him from the obligations which were imposed upon him before his naturalization in his former country. I will add, that in cases like this, in which the said Meyer finds himself, it is much less a question of retaking any individual to enrol him in the army, than to maintain the respect due to the law, and to insure its execution. And if the government of his Majesty proposes to execute the law against a Prussian subject on Prussian territory, I desire to persuade myself that the government of the United States has too much respect for its own dignity to be willing to oppose itself thereto.

Accept on this occasion, sir, the assurance of my distinguished consideration,

MANTEUFFEL.

Mr. FAY,
Chargé d'Affaires of the United States.

Mr. Barnard to Mr. Everett.

[Extract.]

No. 91.] LEGATION OF THE UNITED STATES,
Berlin, December 7, 1852.

SIR: I have the honor to inclose to you herewith a copy of Baron Manteuffel's letter to me in the matter of Dr. Gutowski. My previous correspondence in this case will show the view I took of it. I allowed Dr. Gutowski to make his case and his request known to the Prussian government through me. The position in which he had placed himself did not admit of my doing more. The answer of the government shows that great pains have been taken to look into his character and pretensions, and the reasons are fully and plainly stated for the peremptory decision to which the minister of the interior has come.

* * * In my late temporary absence at Paris, Baron Manteuffel sent in his reply to my letter to him, of the 8th of July last, in the

matter of B. Meyer, a copy of which was immediately transmitted to the Department of State by Mr. Fay. In my letter to the department of 13th of July, (No. 71,) transmitting a copy of my letter of the 8th, I called the attention of the Secretary to the subject. Having received no instructions, I have supposed it was intended to leave the matter in my hands.

The case of Meyer was one where the party asked permission to visit Prussia without being subjected to a fine and to military service for having emigrated without permission. The answer refuses this permission.

With my letter of 12th October, (No. 89,) I transmitted a copy of a letter to Baron Manteuffel, in reference to the case of J. J. Kracke, claiming to be an American naturalized citizen, and then actually in forced service in the Prussian army. This case is, then, one in which the claim of the Prussian government is actually enforced and in process of execution. It remains to be seen if this case will be met in the same spirit as the other. I have a clear opinion about this doctrine of perpetual allegiance which lies at the foundation of the law and the action of Prussia in these cases, and at a proper time I may think it my duty, unless otherwise instructed, to express it in a grave and well-considered argument. * * * * * * * * *

I have the honor to be, &c.,

D. D. BARNARD.

Hon. EDWARD EVERETT,
Secretary of State.

Baron Manteuffel to Mr. Barnard.

[Translation.]

BERLIN, *November* 30, 1852.

SIR: The two letters which you have been pleased to address to me on the 1st and 14th July last, relative to Mr. Alexander Gutowski, doctor of medicine, having given rise to an exact investigation by the competent authorities, I have the honor to inform you that the minister of the interior has not found himself able to consent that the person in question may prolong his sojourn in the province of Posen, inasmuch as the information which has been gathered in regard to him is not favorable to him, and it has been proved that in his declarations Mr. Gutowski has often deviated from the truth.

It is, at the outset, uncertain that Mr. Gutowski was really born in Prussia. The only proof he has been able to produce in support of this assertion is the attestation (here annexed, in German translation,) of the curate Logowski, who is himself a Polish refugee. According to this paper, Gutowski was born the 19th January, 1816, at Malachowo, an estate in the parish of Witkowo. But this estate was never the property of the Gutowski family. It appears from the note of the death of the pretended mother of Mr. Gutowski, that such lady died

the 26th May, 1822, aged fifty-seven years; she would then have been fifty-one years old at the birth of her son, which is, at least, scarcely probable. The church of Witkowo and all its records were reduced to ashes several years ago, and since then it has often happened that suspected persons have stated they were born in this parish. Gutowski will not even state the day of his birth. He says he quitted Prussia at ten or twelve years of age, to go into the kingdom of Poland; that he there frequented the college of Lublin, and from there took part in the Polish insurrection of 1830–31; that immediately afterward he emigrated to North America, and only returned to Prussia in 1851, to ask from the authorities of Bromberg letters of naturalization, which, however, were refused to him.

If Mr. Gutowski was in fact by birth a Prussian subject, which seems to be very doubtful, an absence of more than twenty years has long since caused him to lose that character; so that, by such title, he has no right he can make available in his favor.

Mr. Gutowski at first declared that he continued in the United States from 1831 to 1849. The inaccuracy of this assertion having been shown to him, he admitted that he had returned already in 1840 to France, to connect himself with the Polish emigration. In fact it is proved that Mr. Gutowski, in 1846, was at the head of the communist society known under the name of the "National Association;" that in 1848 he was leagued with the democratic Polish association. This person was also deputed in 1848 as an emissary to Cracow; sent away by order of the Austrian government, he went back there in 1849, and was again driven out. We learn also, by an avowal of Mr. Zackryewski, owner of the estate of Zabus, in the circle of Schrimm, (Grand Duchy of Posen,) that during the winter of 1847, 1848, Mr. Gutowski was secreted at his house. While this person had previously declared that, after his return to the province of Posen, in 1851, he went at once to Ruchosin, it is in proof that he first passed to Lubestrow, in the district of the regency of Bromberg. Moreover, that property is carried on by Roman Milecki, a man in ill repute for the part he took in the troubles of 1848, and who, besides, has often received in his house suspicious Polish emigrants. At Ruchocin, Mr. Gutowski has no inheritance to administer, nor any land which has descended to him to take charge of; rather he has bought a small farm for the sum of three thousand crowns, and one cannot tell what should induce him, a physician by profession, to buy such a piece of real estate.

The frequent associations Mr. Gutowski has had with Polish emigrants more or less suspected, and the ill report drawn on himself by assertions in part false, in part ill established, have induced the competent provincial authorities to send him away without delay from the province of Posen, and the minister of the interior regrets that he does not find himself in a position to revoke this order.

Receive, sir, with these explanations, the assurances of my very distinguished consideration.

MANTEUFFEL.

His Excellency Mr. BARNARD,
&c., &c., &c.

Certificate of birth of Arthur Alexander Rudolph Von Gutowski.

[Translation.]

I, at the end undersigned, certify that the baptismal certificate of Arthur Alexander Rudolph Von Gutowski cannot be found here in the city of Witkowo, because on the 2d September, 1823, the church and parish records of baptism became a prey to the flames.

According to the statement of his godfather, Repemuceno Von Mozezensko, about sixty-one years old, from Przysicka, in the circle of Wongrowiecer, and of the landlord and also cook Wajeiech Zkierski, at Karscwo, over sixty years old, the said Alexander Rudolph Von Gutowski was born in the village of Malachowo, circle of Gnesener, of the lawfully married couple Katerina, born Von Koszutska and Valentin Von Gutowski, Catholics, on the 19th January, 1816, and on the 7th February of the same year, baptized in the parish church of Witkowo. His godfather and uncle, in the paternal line, Lucas Von Gutowski, died in the year 1847.

This certificate I, with my own hand, undersigned and affixed the church seal, Witkowo, the 20th November, 1851.

[L. S.]

N. LEGOWSKI,
Administrator.

Mr. Barnard to Mr. Everett.

No. 93.] LEGATION OF THE UNITED STATES,
Berlin, December 14, 1852.

SIR: I have the honor to inclose you herewith a copy of a letter to me from Baron Manteuffel, in reply to my letter to him of the 3d of August last, in regard to the complaint of Christian George Born. It will be seen that Mr. Von Hassenkrug, the commissary of police at Minden, has on this complaint been removed from his post.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. EDWARD EVERETT,
Secretary of State.

Baron Manteuffel to Mr. Barnard.

[Translation.]

BERLIN, *December* 12, 1852.

The reclamation of the merchant, Christian George Born, citizen of the United States, which was the subject of your note of the 3d August last, has given occasion for a correspondence with the secretary of the interior, who has made it his duty to submit it to an exact scrutiny.

It has been shown in the first instance, that if Mr. Hassenkrug, commissary of police at Minden, believed it to be his duty to search the baggage of Mr. Born, the measures was induced by the single consideration that the traveler, contrary to the existing regulations, had neglected to present his passport for visé to the competent authorities of the towns in which he had sojourned during the last four weeks of his stay in Prussia. Motives for special suspicion have not been particularized against Mr. Born. If this person pretends that Mr. Hassenkrug held in respect to him an unbecoming conduct, that is a reproach which this employé throws back upon him, it would be difficult to decide what is true in these reciprocal accusations; but as it is a fact that on former occasions Mr. de Hassenkrug has been deficient in those attentions which are due to travelers, the secretary of the interior has decided to recall him from the post he occupied at Minden.

On giving you these explanations, I have the honor to offer to you, sir, the assurance of my very distinguished consideration.

MANTEUFFEL.

His Excellency Mr. BARNARD, *&c.*, *&c.*, *&c.*

Mr. Everett to Mr. Barnard.

[Extract.]

No. 23.] DEPARTMENT OF STATE,
Washington, January 14, 1853.

SIR: Your dispatches, with those of Mr. Fay, up to No. 95, have been duly received. The press of business upon the department since I entered it has been such as to prevent an earlier reply to any of your communications.

The question raised in the cases of Meyer and Kracke, and other similar ones, has received the particular attention of the President. They are certainly cases of suffering and hardship to those individuals, from which this government, in consideration of their quality as naturalized citizens, would gladly procure them relief. Within the jurisdiction of the United States, naturalized and native citizens possess the same rights, in the full enjoyment of which the government will protect them. It will also extend to them in foreign countries, and in the pursuit of their lawful business, the same protection which it would extend to native citizens under similar circumstances. There are, however, some points in which the positions of the naturalized and native citizens are necessarily different, and in these points the President thinks the true solution of the difficulty in such cases as those of Meyer and Kracke is to be sought.

The doctrine of inalienable allegiance is no doubt attended with great practical difficulties. It has been affirmed by the Supreme Court of the United States, and by more than one of the State courts; but the naturalization laws of the United States certainly assume that a person can, by his own acts, divest himself of the allegiance under which he

was born, and contract a new allegiance to a foreign power. But, until this new allegiance is contracted, he must be considered as bound by his allegiance to the government under which he was born, and subject to its laws; and this undoubted principle seems to have its direct application in the present cases.

The Prussian government requires of all its subjects a certain amount of military service. However onerous this requirement may be, it is purely a matter of domestic policy, in which no foreign government has a right to interfere. It appears that there is no exemption from the obligation to render this service in favor of persons wishing to leave the country, unless they apply for and receive from the proper authorities what is termed "a certificate of emigration." This "emigration certificate" seems, like an ordinary passport, to be granted as a matter of course on application. When the vast extent of the Prussian military establishment is considered, and its importance in the monarchy, such a regulation, in reference to persons wishing to emigrate, who, as you are aware, now amount to many thousands annually, cannot be regarded as otherwise than liberal. But even if a different system prevailed, and if the previous rendition of a certain amount of military duty were made the condition *sine qua non* of granting the "emigration certificate," however oppressive the rule might be, a foreign government could have no right to interfere with its execution.

If, then, a Prussian subject, born and living under this state of law, chooses to emigrate to a foreign country without obtaining the "certificate" which alone can discharge him from the obligation of military service, he takes that step at his own risk. He elects to go abroad under the burden of a duty which he owes to his government. His departure is of the nature of an escape from her laws, and if at any subsequent period he is indiscreet enough to return to his native country, he cannot complain if those laws are executed to his disadvantage. His case resembles that of a soldier or sailor enlisted by conscription, or other compulsory process, in the army or navy. If he should desert the service of his country, and thereby render himself amenable to military law, no one would expect that he could return to his native land and bid defiance to its laws, because in the meantime he might have become a naturalized citizen of a foreign State.

It may be thought that this doctrine would expose our naturalized fellow-citizens to the danger of being reclaimed and given up as fugitives from justice. This, however, is by no means the case. It is unnecessary to say that there is no extradition of fugitives except for the offenses specified in the conventions under which it takes place. Escape from the obligation to render military service is not one of these offenses, and certainly never would be provided for in any extradition convention concluded by the United States. It may be added that the convention for extradition negotiated between the United States and Prussia on her own behalf and that of the other German States, which now awaits the action of the Senate, makes an exception of the case of citizens of the country on whose government the requisition is made, who are not to be delivered up even for the offenses named; and this stipulation (though the case has not arisen) would be undoubtedly held to apply to naturalized as well as native citizens. For these reasons, and with-

out entering into any discussion of the question of perpetual allegiance, the President is of opinion, that if a subject of Prussia, lying under a legal obligation in that country to perform a certain amount of military duty, leaves his native land, and without performing that duty or obtaining the prescribed "certificate of emigration," comes to the United States and is naturalized, and afterwards for any purposes whatever goes back to Prussia, it is not competent for the United States to protect him from the operation of the Prussian law. The case may be one of great hardship, especially if the omission to procure the certificate arose from inadvertence or ignorance; but this fact, though a just ground of sympathy, does not alter the case as one of international law.

The view of the subject here presented is the same which was taken by my predecessor in reference to a subject of France, who, after having been naturalized in the United States, inquired if on his return to France he would be protected from the operation of the French law by an American passport. The answer of Mr. Webster to the inquiry is subjoined.

Although there is some diversity of circumstances in the cases which have from time to time been presented for your consideration, it is believed that the principles of the present letter will apply to them all.

* * * * * * * * *

I am, sir, respectfully, your obedient servant,

EDWARD EVERETT.

D. D. BARNARD, Esq., *&c., &c., Berlin.*

DEPARTMENT OF STATE,
Washington, June 1, 1852.

SIR: I have to acknowledge the receipt of your letter to Mr. Reddall of the 28th ultimo, inquiring whether Mr. Victor B. Depierre, a native of France, but a naturalized citizen of the United States, can expect the protection of this government in that country, when proceeding thither with a passport from this department. In reply, I have to inform you, that if, as is understood to be the fact, the government of France does not acknowledge the right of natives of that country to renounce their allegiance, it may lawfully claim their services when found within French jurisdiction.

I am, sir, very respectfully, your obedient servant,

DANIEL WEBSTER.

J. B. NONES, Esq., *New York.*

Mr. Barnard to Mr. Everett.

[Extract.]

No. 106.] LEGATION OF THE UNITED STATES,
Berlin, February 8, 1853.

SIR: I have the honor to acknowledge the receipt of your dispatch, No. 23, which refers to and determines the question raised in the cases

of Meyer and Kracke, and some others, in regard to the competency of the United States to protect a naturalized citizen, or native subject of Prussia, who, lying under a legal obligation in that country to perform a certain amount of military duty, has emigrated to the United States without a permit of emigration, leaving that duty unperformed, and who, going back to his native land, is there subjected to the operation of the Prussian law.

The opinion and decision of the President, which is against the competency of the United States to protect a citizen thus situated, will, of course, govern my action in all cases of this description referred to. The department will not doubt that it must be a sensible relief to me to have this question definitively settled by its authority.

* * * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. Mr. EVERETT,
Secretary of State.

Mr. Barnard to Mr. Everett.

No. 108.] LEGATION OF THE UNITED STATES,
Berlin, February 15, 1853.

SIR: I have the honor to inclose to you herewith a copy of a letter addressed by me to the Prussian minister of foreign affairs in regard to the case of Kracke, and on the general subject of the unhappy condition of our naturalized citizens, natives of Prussia, who, with small blame, or no blame at all, have emigrated without permission, and, on their return here, are seized for Prussian soldiers.

I thought it due to the Prussian government, after the letters which I had addressed to it in several cases—those of Hormann and Meyer, and this of Kracke—that I should state to it frankly and explicitly the doctrine held by the government of the United States on the general subject, as communicated to me in your dispatch of the 14th of January, (No. 23;) and I thought it due at the same time to the United States and to the class of citizens concerned that Prussia should understand that, while her legal rights in the premises were conceded, there was a question of humanity involved, which we do not, and should not, lose sight of; that we must not be understood as wholly abandoning the sufferers, or as taking no further interest in them; and that in proper cases appealing to our just sympathies as a government and people, we must be allowed to make our voice heard in a respectful manner in their behalf. The case of Kracke being still undecided and long delayed, afforded me a proper occasion for writing this letter to the minister.

Very erroneous opinions are entertained in the United States on the general subject discussed and settled in your dispatch to me, (No. 23)—opinions which expose many of our people to involve themselves in

serious difficulty, and give the government much inconvenience. Would it not be well that the government should frankly make the country acquainted with its views on the subject? The publication of your dispatch and a portion of the recent correspondence of this legation, relating to the same subject, (for example, the letter now sent you and that directed to Mr. King for the government of Bremen, in the case of Conrad Schmidt, if approved by the department,) would show what attitude had been taken by the government, and enable our people to govern themselves accordingly. I respectfully make the suggestion.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. EDWARD EVERETT,
Secretary of State.

Mr. Barnard to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, February 15, 1853.

MONSIEUR LE BARON: In my letter to your excellency of the 9th of October, 1852, asking for the discharge of John Joseph Kracke from the Prussian army, I took occasion to remark that in making that request I I wished to avoid all reference to the abstract question of the right of sovereignty which might be supposed to be involved in the case. I said also that I wished it to be understood that I was aware of the importance, in a military point of view, which the government of his Majesty might attach to the laws of Prussia which regulate and control the emigration of his Majesty's subjects. But I abstained at that time, as I had done on previous occasions, from speaking explicitly on the question of the right of Prussia to bring under the operation of her military laws her native subjects, who, having emigrated without permits of emigration, leaving unperformed the military service to which they were legally bound, and having become naturalized in the United States as citizens of that country, afterwards return to their native land, and so fall under the jurisdiction of their original sovereign. I did not dispute the right of Prussia in these cases, though I did not in terms admit it. On a question of so much delicacy and importance I wished to speak only under the authority and advice of my government. This I am now about to do, and it is in accordance with that spirit of perfect frankness which it is the policy and practice of my government to observe in all its relations with foreign powers, that I make to your excellency the present communication.

The government of the United States considers that the laws of Prussia, which require a certain amount of military service of its subjects, and which prescribes the conditions in reference to this military service on which emigration is permitted, are a matter of domestic policy in which no foreign government has a right to interfere. It

considers also that, if a Prussian subject, born and living under this state of law, emigrates to a foreign country, without a compliance with those conditions which alone can discharge him from the obligation of military service, he takes that step at his own personal risk. Going abroad under the burden of a duty still due to his native sovereign, his unauthorized emigration is in the nature of an escape from that duty, and from the laws which prescribe and enforce it, and he remains liable, in spite of any contract he may enter into in the meantime of new allegiance to a foreign power, to have these laws executed against him whenever he returns within the territorial limits and jurisdiction of his native country. In the case, therefore, of a subject of Prussia, lying under a legal obligation to perform in that country a certain amount of military service, who leaves his native land, and, without performing that service, or obtaining a permit of emigration, as the law of that country prescribes, goes to the United States, and is there naturalized, and afterwards comes back to Prussia, the government of the United States, leaving the question of perpetual or disputed allegiance wholly untouched, does not claim that it is competent for it to interpose to protect him from the operation of the Prussian law.

Having made this plain and explicit avowal and free concession, on the part of the United States, as to the legal right of Prussia in cases such as I have described, it is my duty, at the same time, to say that the United States can never fail to feel the deepest sympathy in behalf of the naturalized citizens of that country, who have, at the time of their emigration, from mere inadvertence or ignorance, or from the neglect or fault of others, failed to procure the proper permission for that purpose, and who, therefore, on returning to Prussia, wholly unconscious either of offense or of danger, are seized and placed in the ranks of the Prussian army. So much, at least, is due to them from the country of their adoption, and it can hardly be expected that the earnest expression of this sympathy in their behalf should be withheld from the Prussian government, or that the United States should abstain from urging on its attention considerations for the relief of these unhappy persons, such as one friendly power may properly address to another, in a matter of so much interest.

Your excellency is aware that a vast tide of emigration is constantly setting from the Old World to the New. This tide is as natural and irresistible as the flow of the Gulf Stream. It cannot be prevented nor diverted, and every new facility given to land and ocean travel, and to the circulation of property, information, and ideas, adds volume and vastness to this perpetual movement. This tide tends mainly to the United States, and the United States accept without hesitation their full share of whatever there may be in it of good or of evil, of present effect, or of eventual influence on the destiny of nations or of mankind.

After a fitting and sufficient probation, foreigners who desire it are admitted in the United States to the full rights of citizenship, nor does the government stop to inquire whether one or another of the hundreds of thousands who come annually to its shores may or may not have emigrated without permission of his original sovereign. If the emigration is not prevented, we conclude it is permitted. What

we know is, that in a vast many cases the emigrant comes from a country where he lacked employment and bread to one where he is pretty sure of finding both; he changes a condition of want and wretchedness for one of comfort and often of prosperity. And the considerations must be obvious why no question can be made in the United States of forcing such persons back to their former country, or of not admitting them, at a proper time, to citizenship. Becoming citizens, they are incorporated with the body of our people, and thenceforward the government knows no distinction between them and native-born subjects in the duty and affection with which it cherishes and protects them. At home and abroad it throws its protection around them. The single exception, if it be an exception, to the universality of this protection is that which has been stated and admitted in this letter, arising in cases where the government considers that the parties themselves, by their own act, and by a fault or a misfortune of their own, are placed, for the time being, beyond the reach of its jurisdiction and authority as their proper sovereign. But even here the government sees among these cases at least instances in which it does not fail to follow the individuals implicated with its earnest sympathy, though it can no longer cover them with the strong arm of its power. Every one of the cases which I have had occasion to bring to the notice of the Prussian government were of this description. I refer to those of Christian Hormann, of B. Meyer, and of J. J. Kracke.

Your excellency is acquainted with these cases. The United States do not deny the legal right of Prussia to deal with them in its own way, under its laws. And considering the vast extent, and the vast importance to the monarchy of the Prussian military establishment, the United States are happy to see and recognize a very creditable degree of liberality in the legal regulations of the kingdom in reference to persons wishing to emigrate. It is undoubtedly the duty of every subject of his Majesty to comply with these regulations. But the cases to which I have adverted show that there may be failures to comply with these regulations, with scarcely a shadow of ground for an imputation of personal blame to the individual on whom the law is made to operate in the way of a most severe and terrible punishment. It is a great hardship, if failure in the observance of a legal duty, from mere want of knowledge, or want of thought, must needs be visited with such punishments. The hardship, if it must be characterized by so mild a term, is much greater if the punishment is inflicted vicariously on one person for the fault of another, as where the omission to comply with a legal regulation has been wholly the fault of a parent, and the unhappy child, grown to a man, receives the punishment.

I am aware that, in form, the condemnation in these cases follows the neglect of the party to appear at the period legally assigned for the commencement of the tour of military service, in obedience to the summons issued for that purpose. I do not suppose, however, that the authorities expect that this summons shall reach the party on the other side of the Atlantic, or, if it does, that he will voluntarily relinquish property, family, business, and the distant country, where he has been, or is about to be, adopted as a citizen, to become a soldier in the land of his birth, to which, in the meantime, he has renounced, or is about

to renounce, so far at least as his will may go, all allegiance. When, therefore, on his return, for some temporary purpose, to his former home, unaware of danger, he is seized as a delinquent, his whole offense relates back to the omission to ask originally for leave to emigrate. That is the substance of the charge against him. If this permission had been obtained, which, in every one of the cases I have referred to, would have been had for the asking, the party would never have been summoned as a soldier; not having been obtained, the summons issues and the legal consequences follow.

And the whole of these consequences, the military service as well as the fine, so far at least as the individual is affected by them, are, as I have characterized them, in the nature of a punishment.

The Prussian government itself looks upon the matter in this light. In the letter which your excellency addressed to this legation in regard to the case of B. Meyer, dated the 22d of October last, it was remarked that "in such cases it was less a question of seizing a person to incorporate him in the army, than to maintain the respect due to the law and to insure its execution." It must necessarily be so. I suppose the cases are comparatively rare of emigration without permission, and it must be still more rare that persons who have thus emigrated venture back within the limits of Prussia; hardly ever, perhaps, where the legal regulations on the subject have been intentionally violated. A single soldier thus added once in a year or two, or perhaps only once in three or four years, to the large army of Prussia, could hardly be accounted as of much importance in itself, and especially when that soldier is performing a forced service, with his home and his heart in another and a distant country. When such a service is exacted, with the avowed purpose of maintaining the respect due to the law, it is plain that the service is a punishment, which is inflicted on the individual mainly with a view to its moral effect, in order that others may be deterred from the like offense of leaving the country without permission. And I am free to confess that a certain moral effect of this sort would hardly fail to follow, though unhappily, in such cases as I have named, it must necessarily be attended with another and a very different moral effect, if not in his original country, certainly in that of his adoption, among his family, and friends; and fellow-citizens, to whom the sad intelligence of his sufferings is sure to become known. There, at least, the punishment will be regarded as one of great and unmerited severity, whatever may be the political necessities to justify it in the estimation of Prussia.

His home is in another country; there he has his habitation, his family, his property, his business, and his friends; there center all his affections and all his interests; and he has no sentiment of loyalty in his heart to any sovereign or any government on earth out of his new country; nor is it possible for him to feel any sense of obligation to serve any other country or any other sovereign; and all that he possesses, and all that he holds dear, all that he has and almost all that he hopes for in life, are sacrificed, at least for the time, in the forced service to which he is subjected. It is impossible that he and those who take an interest in him should not regard his punishment as one of awful severity and terribly disproportioned—I speak of cases of

involuntary omission to procure a permit of emigration—to any fault or blame which could be justly imputed to him.

Now what I have desired to say, and to show your excellency, in the observations I have made at such considerable length, is that the cases about which I have been speaking are such as call for the just and necessary sympathy of my government, and of the people of the United States, and that the expression of that sympathy on proper occasions, and in proper and courteous language, and of the sentiments and wishes to which it must give rise, is due from the United States to his Majesty's government. If the Prussian government shall still be of opinion, after all has been heard and considered, that it is a point so vital to the monarchy that the laws which regulate the emigration of the subject (which, for a military country like Prussia, are not regarded as harsh or severe in themselves) demand that their execution should be enforced by rigid and inexorable exaction in cases of alleged delinquency, such as this letter refers to, in such an alternative, I have already informed your excellency that the United States do not deny the legal rights of Prussia in the premises, and that—strong as is the interest which both government and people feel, and will always feel, in behalf of the sufferers, citizens of that country still, in spite of the remnant of authority which Prussia is entitled, and accidentally enabled, to exercise over them—my government disclaims any power or competency on its part to interfere to protect those unhappy persons from the operation of the Prussian laws. But for this very reason, the necessity is all the stronger, and the propriety the more apparent and urgent, why the government of the United States should urge on the attention of his Majesty's government such considerations in behalf of these persons as may seem to it calculated to induce some relaxation of the rigorous policy now pursued towards them. And in doing this, considering the relation in which it stands to these persons, no apprehension is entertained that any just ground can be found for imputing to it a proceeding which "the sense of its own dignity"—I quote from your excellency's letter already referred to of the 22d of October—should have hindered it from adopting.

I am not without hope, notwithstanding the ill success which has attended my previous efforts on this subject, that his Majesty's government may be led to consider whether it is not possible that the strict and rigorous enforcement of its laws in this regard may be dispensed with, or at least modified and relaxed in behalf of persons in the condition of those whose cases I have had occasion to bring to its notice, without impairing the proper and necessary authority of those laws, or the efficiency of the military system of the monarchy. If this should be so, I can only assure your excellency that the result would be received by the government and people of the United States with the highest satisfaction.

I beg leave to remind your excellency, in concluding this letter, that it is now four months since the case of Kracke was brought by me to the notice of his Majesty's government. He continues in the same lamentable state of mental distress, into which he was originally plunged by his arrest and forced service in the Prussian army, and, though he feels the silence of the government in regard to him to be

ominous, he does not yield the hope that, by his Majesty's clemency, or otherwise, he may be set free, and allowed to depart to the United States. Since I have seen the Prussian law of 1842, regulating the emigration of the king's subjects, I have thought it quite probable that the investigations of the Prussian authorities into Kracke's case would relieve his Majesty's government from all embarrassment in regard to him, by showing that he had been continuously absent from Prussia for ten years, and was therefore, by the terms of the Prussian law, no longer to be regarded as in any respect a Prussian subject. But if this fact be so, certainly no time should be lost in setting this man at liberty.

I seize this occasion to assure your excellency of my very high and distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL,
Minister of Foreign Affairs.

Mr. Barnard to Mr. Marcy.

[Extract.]

No. 119.] LEGATION OF THE UNITED STATES,
Berlin, March 22, 1853.

SIR: * * * * * * * *

I inclose, also, copies of two letters from the Prussian minister of foreign affairs, in reference to the case of John Joseph Kracke, the one of later date being in reply to my letter to the minister, of the 15th of February, 1853, (vide my No. 108 to the department,) on the general subject of the forced service of German-American citizens in the Prussian army. With these, I send also a copy of anothor letter, which I have addressed to Baron Manteuffel, in regard to the case of Kracke, again urging his release from the Prussian army.

I am not without hope of eventual success in this case.

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

The Hon. SECRETARY OF STATE.

Baron Manteuffel to Mr. Barnard.

[Translation.]

BERLIN, *February* 22, 1853.

The letter which you were pleased to address to me, the 9th October, last year, on the affair of one named John Joseph Kracke, a Prussian subject, who caused himself to be naturalized in the United States before he had discharged his military obligations in his native country, has given place to a correspondence with the ministers of war and interior, as well as with the competent provincial authorities.

The circumstances under which the said Kracke left the King's territory have been maturely considered; they have, however, been found to be such, that the government does not find itself in condition to exempt him from military service, to which he was subjected after his reëntry into Prussia.

I will permit myself, sir, to present to you the facts, such as they are, stated in the report of the provincial councilor, of the circle of Tecklenburg.

The individual in question was born the 9th February, 1828, at Recke, in Westphalia. It was his duty, then, to have placed himself under the banners in 1845; but that very year he passed over secretly to the United States, after having worked during several years in Holland as a blacksmith. It was only two years afterwards, in 1847, that his parents followed him there, without having asked for either passport or permit of emigration, which, for that matter, would not have been granted, after the evasion of their son. He, not having answered the summons when, in 1845, he was cited before the proper military authority, was necessarily to be regarded as refractory. Nothing, then, more natural than that, upon his return to the province, in the autumn of 1852, he was arrested and incorporated in the army.

You will be convinced by this exposition, sir, that the said Kracke has no *right* to demand the severence of the ties which bind him to his native country, before he fulfills the obligations which are imposed upon him as a Prussian subject. Moreover, there exists no motive of *equity* or *humanity* which can be invoked in his favor. Kracke, having emigrated to America in the very year when he was about to be summoned to the standard, it is evident he only acted so in the sole intention to withdraw himself from the military service in Prussia. Without doubt, this person sets forth in the petition he has addressed to you, that he was risking the loss of his real estate in America, if he should be obliged to serve during three years in the army. But this assertion deserves no credence. It follows, from an interrogation to which the said Krache was subjected at Wesel, on the 7th December last, that his sole property in America consisted in a house, slightly mortgaged, in Cincinnati; and that, on setting out for Germany, he had directed his brother to let such house. It seems, then, the real estate of Krache could well be turned to account, until his return, by his brothers and sisters, almost all of them living in Cincinnati, who are under much obligation to him, and certainly would neglect nothing for the security of his property. In these circumstances, the royal government believes it to be a duty to hesitate the more from releasing this individual from the military service, as it behooves it to give an example to hinder (especially at a moment when emigration to America is on the increase) young people from breaking arbitrarily, and without discharging duties imposed by their condition as Prussian subjects, the ties which bind them to their country.

Accept on this occasion, sir, the assurance of my high consideration.

MANTEUFFEL.

His Excellency Mr. BARNARD, *&c.*, *&c.*, *&c.*

Baron Manteuffel to Mr. Barnard.

[Translation.]

BERLIN, *February* 28, 1853.

SIR: I have seen with lively satisfaction, by your letter of the 15th of this month, that as regards *right*, the government of the United States fully participates in the opinion announced in my note of 22d October last, in accordance with which his Majesty's government believes itself fully authorized, where a Prussian subject has caused himself to be naturalized in the United States before having satisfied his military obligations to Prussia, and without having obtained an emigration permit, to enrol him under her standard, if he returns to his former country. If then such a case should again present itself in which the Prussian government would be obliged to exercise this right, there is no longer room for apprehension that its application would foment any misunderstanding.

I understand perfectly that, when a citizen of the United States who has not dissolved the ties which bind him to Prussia, is subjected at a later day to military service in his native country, the American government will not be indifferent to the fact; that it is rather a reason for it to embrace the interests of its citizens, and to avail itself of the effect of its good officers to induce the Prussian government to be indulgent in regard to him. On my part, I can give you assurance, sir, that the King will never close his ear to such intervention; on the contrary, he will take care to submit to scrupulous examination all that can be alleged in favor of the person so commended to him. As, however, the government of the United States considers that it is not for its interest to make the admission of an emigrant as citizen dependent on the exhibition of a document proving that he had dissolved the ties by which he was attached to his old country, it is much to be feared that the government of his Majesty will still often find itself under the necessity of executing its own laws, as well as the decrees of its tribunals against Prussian subjects who have been naturalized in the United States.

Rarely will the Prussian government refuse the subsidiary issue of an emigration permit to individuals who in their infancy were taken from his Majesty's territory by their father or mother, for then the fault would be with the parents, if their children were wanting to the law. The application for such subsidiary emigration permit would only be essentially inadmissible in those cases in which Prussian tribunals had already given judgment against the emigrant; and that was the position of Christian Hormann referred to, who was the subject of my letter of the 27th of August last year.

The case is quite different as to individuals, who, when they emigrated to America, had already attained the age of seventeen, at which time their military duties commence. Generally speaking, it can never be admitted that such an one neglected to apply for an emigration permit because he was ignorant of the laws of his country.

Every Prussian subject is obliged to bear arms. This law, of forty

years' standing, is known to every one; and, moreover, official notices are every year frequently published to summon the young men to their standards. Every one knows, if only through his parents or friends, that at twenty years of age it is his bounden duty to present himself to the military board called to decide whether he is fit or not to serve in the army. If, therefore, any Prussian pretends not to have known that he was held to render this service, one is clearly authorized to belive that he belies his conscience. As to those persons who wittingly attempt to evade this obligation, they certainly do not deserve that any interest should be taken in them; and it is with reason that the law decrees that such, in preference, should be enrolled in the army, because they seek to free themselves of a duty, common to all, to cast it upon their fellow-citizens. Of this number are the aforesaid B. Meyer and J. Kracke, to whom my two letters of 22d October, last year, and 22d of the present, referred.

I am pursuaded that the government of the United States, after careful examination of the conduct of these two persons, will discover that they have acted with the single purpose of evading their military duties in Prussia, and thus there is no room for complaint if the Prussian government limits itself to subjecting them to the duty which they have, of purpose, neglected. It is not a punishment inflicted upon them, it is simply the fulfillment of an obligation resting upon them in the quality of subjects of Prussia. Men like Meyer and Kracke have no right to ask that this military service should be dispensed with and they be replaced by others to keep the Prussian army full. Moreover, the service is not hard, nor of long duration. In the space of three years it is finished; and, often, even new conscripts are discharged before this term is completed.

To be willing to treat persons who have emigrated without the permission of the government with more tenderness than those who have stayed at home, would be, on one part, to encourage emigration, contrary to the public welfare, and, on the other hand, to weaken the force of laws and the respect which is due to them. Such a proceeding would be more out of place, because the law itself is so mild that it grants the right of emigration even to those subject still to service in the army, provided they are in condition to prove that, in their self-expatriation, they are not influenced by the sole intention to evade such service.

I like to believe, sir, that these explanations will give to your government the full and entire conviction that the government of his Majesty, far from having used any rigor against the said Meyer and Kracke, has only done that which it ought to do to prevent its own subjects from accusing it of treating more favorably those who violate the law than those who obey.

At the close of your note of the 15th instant, you still quote section twenty-three of the law of 21st December, 1842. I permit myself to request you will notice, sir, that the term of ten years fixed for the return to Prussia of a subject of his Majesty, only runs from the first January, 1843, and that if said paragraph authorizes the government to consider an uninterrupted absence of more than ten years as importing the loss of the quality of Prussian subject, it does not, nevertheless,

dispense the absentee from duties which he ought to discharge while he was a Prussian.

Accept on this occasion, sir, the renewed assurance of my high consideration.

MANTEUFFEL.

Mr. BARNARD,
Envoy Extraordinary and Minister Plenipotentiary.

Mr. Barnard to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, March 21, 1853.

MONSIEUR LE BARON: I have received the two letters which your excellency has done me the honor to address to me—the first, dated the 22d of February, in reference to the case of John Joseph Kracke, and the other dated 28th of February, in reference to the same case, and more generally in reply to my letter of the 15th of the same month.

I had indulged the hope that his Majesty's government might have found it not incompatible with its interests, under all the circumstances of the case, and while adhering to its claim of right in the premises, to accord to my request, and to the earnest wishes of my government, the release of Kracke from the Prussian army. In this I have been disappointed; but I do not yet mean to despair of this man's release.

Kracke left Prussia when a boy of fourteen, and from that time for a period of fourteen years it appears he was never in Prussia. He learned his trade of a smith, in Hanover, and not in Prussia. He then lived and worked at his trade in Holland; and finally he passed from Holland, and not from Prussia, to the United States. There he became a naturalized citizen, acquired property, and fixed himself permanently and for life. That is his country and his home. But having ventured, after fourteen years, unconscious of offense or of danger, to set his foot as a visitor on the soil of the country where he had chanced to draw his first breath, he found himself suddenly seized and forced into the military service of that country for a term of years. This has come upon him at the age of twenty-eight, to interrupt all the plans and expectations of his life. It is at this age, just the most critical and important to him of his whole existence, that a demand is made upon him for a service of three years in the camp of a foreign country; for Prussia, in regard to such a service, is as foreign to him, to his affections, his interests, and his hopes, as Turkey would be. His labor in the United States has already had its reward. He has become the owner of a house and ground in one of the most populous and prosperous cities of that country. But this property is not wholly paid for; it is under mortgage, and he has no means of redeeming his property from that mortgage but by the earnings of his personal and continued labor. There is nobody to pay that mortgage for him, and if he is kept here, his property will almost necessarily be sacrificed.

Such is his unhappy condition. I am unable to agree with your excellency, that there is nothing in this case affording any ground either

of equity or humanity on which to appeal to the Prussian government in this man's favor; and neither my government, nor the people of the United States, will be able to agree with your excellency.

On technical grounds, Kracke was still a Prussian subject when he emigrated to the United States. But he did not, in point of fact, emigrate from Prussia. He emigrated from Holland, and had then been absent from Prussia for about seven years. Intending to make the United States his permanent residence and home, and having just at his twenty-first year realized from his industry in Holland the means necessary to accomplish his voyage, it certainly can surprise nobody, whatever may have been his technical duty in the premises, that he did not first return to Prussia, either to ask for permission to emigrate, or voluntarily to undergo a military service of three years before emigrating. I think all this is matter proper for the consideration of his Majesty's government.

I have already referred, in my letter of the 15th of February, to the estimate put by the United States on the liberality of Prussia—a great military power as she is, where every citizen is a soldier—in her legal regulations in regard to persons wishing to emigrate. I hope I may now be excused for saying that there seems to me to be rather a marked contrast between that liberality and the rigor employed towards those who, as in the several instances which I have had occasion to bring to your excellency's notice, and especially in the instance of Kracke, may have failed to comply with these regulations. Although Kracke went to the United States in the "period between the end of his seventeenth and the end of his twenty-fifth year," your law only required, in order to his obtaining a free permit of emigration, that he should have obtained from the proper authority a certificate that his application did not proceed solely from a design to withdraw himself from the army. This rule is referred to and recognized in your excellency's letter of the 28th of February. I cannot doubt but that this certificate might have been readily obtained. I think his residence out of Prussia explains why he did not apply for the legal permission to emigrate, and shows, at the same time, that if he had applied, it would have been apparent to every one that his desire to dissolve his political relations with Prussia, and to find a country and home for himself elsewhere, was no new idea got up at that time merely to escape from her military service. Surely, between the liberality of the law, which would have given him, seven years ago, free permission to emigrate, and the rigorous exaction which demands from him now, at this distance of time, and under the peculiar circumstances of the case, a forced service of three years for having emigrated without that permission, there appears to be a contrast which must be acknowledged to be somewhat remarkable. At any rate, the exaction falls upon him with fearful severity.

Certainly, it is for the Prussian government to judge of the reasons of state, in reference to emigration or otherwise, which may demand such a course of action. But I trust I may be excused for suggesting that really little hope can be entertained that the constantly-swelling tide of emigration will be checked by any such measure of repression as that which is now being enforced *in the* person of Kracke. The only effect will *be, that those who have emi*grated and those who shall

emigrate without leave will take warning from it to keep themselves beyond the reach of the laws and authorities of Prussia.

It seems from what is stated in your excellency's letter, that the law of the 3d December, 1843, in regard to emigration, according to the construction put upon it in Prussia, does not bear quite as liberal an interpretation as I had supposed. The law declares that "the quality of a Prussian subject is lost by a residence of ten years abroad," the rule being applied, of course, to those who absent themselves without leave.

By your excellency's construction, this term of ten years commences from the date of the law. But, at least, the equity and spirit of such a statute might be applied to a case like Kracke's without doing any violence to its letter or its intent. Certainly, it would be competent to the Prussian government, if it was so disposed, to declare that, under the peculiar circumstances of the case, and upon the equity of this law, it would consider Kracke as no longer a Prussian subject, and accordingly to discharge him from the Prussian army. I shall indulge the hope that he may yet be released, and allowed to return to the United States.

Accept, on this occasion, Monsieur le Baron, the assurance of my very distinguished consideration.

D. D. BARNARD.

His Excellency BARON VON MANTEUFFEL,
&c., &c., &c.

Mr. Barnard to Mr. Marcy.

[Extract.]

No. 121.] LEGATION OF THE UNITED STATES,
Berlin, April 5, 1853.

SIR: * * * * * * * *

I have the honor to transmit, herewith, a copy of Baron Manteuffel's reply to my letter of the 21st March, urging again on his consideration reasons for the release of J. J. Kracke from the Prussian army. The refusal to release this man seems to be final; though I think it is evident, at the same time, from the tenor of the answer, that some proper impression has been made on the minister's mind in regard to the severe operation of the Prussian law. Of course, he does not yet see * * * * its inhumanity. * * * *

I have the honor to be, with the highest respect, your obedient servant,

D. D. BARNARD.

Hon. W. L. MARCY,
Secretary of State.

Baron Manteuffel to Mr Barnard.

[Translation.]

BERLIN, *March* 31, 1853.

SIR: After having already consulted with those of my colleagues who have concern in the position of the person called John Joseph Kracke, who is again the subject of your letter of the 21st of this month, I should hesitate to try new modes to obtain the exemption of this individual from military service in Prussia. Without doubt, it can be nowise convenient for Mr. Kracke to be compelled to serve in the army at the age of twenty-eight years, after having found a second country in the United States, and made the acquisition of real estate.

But this disagreeable business he should attribute only to his unreflecting and unlawful conduct from the time of his expatriation. At the age of fourteen, Kracke had obtained permission to sojourn temporarily abroad; but, in place of returning to Prussia at the age of twenty-one years completed, to enlist under the banners, as his condition of Prussian subject made it his duty to do, he chose this very time to pass secretly to the United States, and thus withdraw himself from his military obligations. After having thus openly violated the law, Kracke has no right to ask that he be released from the bonds which bind him to his native country, before he completes his service in the army. Furthermore, such request, if made in due season, would in like manner not have been acquiesced in, except in the case of his having been able to show that he was not emigrating for the purpose merely of getting rid of this service; and certainly, it would have been difficult for him to make such proof in 1845—that is to say, at the very moment when the age he had attained obliged him to serve in the army.

The harshness which is used towards refractories to incorporate them subsidiarily in the army if they return from the United States has no tendency to check emigration, it ought only to serve to convince those who desire to emigrate that the government does not mean to favor *secret and illegal* emigrations; but, on the contrary, holds out an aiding hand to those who not having satisfied the duties belonging to them as Prussian subjects before emigrating may fully comply with them on their return.

As to the bearing of the section 23 of the law of December 31, 1843, its object was to put the government in condition to withdraw the character of Prussian subjects from those who, without permission of the proper provincial authorities, have resided more than ten consecutive years abroad, but it does not authorize the admission that because a Prussian has managed to evade his duties as a subject of the King, by a sojourn of ten years abroad, the government is bound to consider him as exempt from those duties if at any time he places his foot within the territory of Prussia. There exists no motive, even in

the purview of section 23 of the law before cited, to set free the said Kracke from the military service of Prussia.

Sincerely regretting not to be able on this occasion to give you a proof of my eager desire to serve you, I have the honor to offer you, sir, the assurance of my high consideration.

MANTEUFFEL.

His Excellency Mr. BARNARD, *&c., &c., &c.*

Baron Gerolt to Mr. Marcy.

PRUSSIAN LEGATION, *Washington, July* 11, 1853.

With reference to our verbal conversation, some days ago, in relation to the liabilities to which emigrants from Prussia and other German States, who have become citizens of the United States, are subjected when they voluntarily return to those States, after having left their native country without the necessary permission of emigration, and without fulfilling their military duties prescribed by law after having attained a certain age, I beg leave to inclose hereby an extract from the laws of Prussia and from the constitution of Prussia on this subject, by which you will perceive that Prussia does not pretend to enforce any allegiance upon the said emigrants, but that, if they return to Prussia, they are made responsible for having violated our laws in the cases above mentioned and are considered as criminals forfeited to the punishment of the law, from which no citizenship of any nation can liberate them.

I have the honor to be, very respectfully, your obedient servant,

FR. VON GEROLT.

Hon. W. L. MARCY,
Secretary of State of the United States, Washington.

Extract from the Laws of Prussia, of December 31, 1842, *concerning the loss of the quality of a Prussian subject.*

§ 15. The quality of a Prussian subject is lost:

1. By discharge upon the subject's request.
2. By sentence of the competent authority.
3. By living ten years in a foreign country.
4. By the marriage of a female Prussian subject with a foreigner.

§ 16. The discharge has to be asked from the police authority of the province in which the subject's domicil is situated, and is effected by a document made out by the same authority.

§ 17. The discharge cannot be granted:

1. To male subjects who are between seventeen and twenty-five years of age, until they have got a certificate of the military commission of recruitment of their district, proving that their application for discharge is not made merely to avoid the fulfilling of their military *duty in the standing* army.

2. To actual soldiers, belonging either to the standing army or to the reserve; to officers of the militia and to public functionaries, before their being discharged from service.

3. To subjects having formerly served as officers in the standing army or the militia, or having been appointed military employés, with the rank of officers, or civil functionaries, before they have got the consent of their former chief.

4. To the persons belonging to the militia, not being officers, af er their having been convoked for actual service.

§ 18. To subjects wishing to emigrate into a State of the German Confederacy the discharge may be refused if they cannot prove that the said State is willing to receive them.—(See act of the German Confederation, Art. 18, Nro. 2, lit. A.)

§ 19. For other reasons than those specified in §§ 17 and 18, the discharge cannot be refused in time of peace. For the time of war, special regulations will be made.

§ 20. The document of discharge effects, at the moment of its delivery, the loss of the quality as Prussian subject.

§ 21. If there is no special exception, the discharge comprehends also the wife and the minor children that are still under their father's authority.

§ 22. Subjects living in a foreign country may lose their quality as Prussians by a declaration of the police authority of Prussia, if they do not obey, within the time fixed to them, the express summons for returning to their country.

§ 23. Subjects who either—

1. Leave our States without permission, and do not return within ten years, or—

2. Leave our States with permission, but not return within ten years after the expiration of the term granted by the said permission, lose their quality as Prussian subjects.

§ 24. *Entering into public service in a foreign State.*

The entering of a subject into public service in a foreign State is allowed only after his discharge (see § 20) has been granted to him. Anybody who has obtained it, is permitted to do so without restriction.

§ 25. A subject which—

1. Either takes public service in a foreign State, with our immediate permission,

2. Or is appointed in our States by a foreign power, in an office established with our permission, as, for instance, that of consul, commercial agent, &c., remaining in his quality as a Prussian.

§ 26. *General disposition.*

Subjects who emigrate without having obtained their discharge, or violate, by their entering into public service in a foreign State, the disposition of § 24, are to be punished according to the laws existing in that respect.

Given under our hand and seal, Berlin, this 31st of December, 1842.

[L. S.] FREDERICK WILLIAM.

Extract from the Constitution of Prussia, of 1850.

TIT. I. Rights of the Prussians.

Art. 1. The right to emigrate cannot be restricted by the State, except with respect to the duty of military service.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 2.] LEGATION OF THE UNITED STATES,
Berlin, October 31, 1853.

SIR: * * * * * * * *

Accompanying this is a copy of a letter from Mr. Bromberg, United States consul at Hamburg, addressed to the secretary of legation, on the subject of the holding of American citizens to military service in Germany, and some other matters, and his answer thereto.

* * * * * * * * *

I have received two letters from Mr. Bates, United States consul at Aix-la-Chapelle; one respecting the case of B. Meyer.

* * * * * * * * *

I have the honor to be, sir, very respectfully, your obedient servant,
P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State, &c.

Mr. Vroom to Mr. Bates.

[Extract.]

LEGATION OF THE UNITED STATES,
Berlin, October 24, 1853.

SIR: I have received your communication of the 6th instant, in relation to the case of Mr. Meyer; and, on referring to the records of the legation, I find that my predecessor, Mr. Barnard, considered the case as settled in point of principle, and that he thereupon appealed to the government in behalf of Mr. Meyer as a matter of favor, which appeal has not been responded to. In this state of things, I do not consider it advisable to present the case anew without some change of circumstances to justify it. No new instructions have been received at this legation other than what may be considered as contained in Mr. Marcy's letter to Mr. Hulsemann, which has not yet been officially *communicated;* and if it had, I should deem it unwise to make that

the ground for opening cases which have already been passed on and settled, unless specially instructed to do so.

* * * * * * * * * *

I am, sir, very respectfully,

P. D. VROOM.

ISAAC C. BATES, Esq.,
Consul at Aix-la-Chapelle

Mr. Bates to Mr. Vroom.

[Extract.]

CONSULATE OF THE UNITED STATES,
Aix-la-Chapelle, October 6, 1853.

SIR: * * * * * * * * *

I was desirous of saying a word to you more particularly on a matter which I promised to bring before you, and which is simply one of the many cases which have arisen, and one of the *more* which I think are likely to arise, regarding individuals who emigrate to America from Prussia without first receiving permission from the Prussian government to do so, and return again voluntarily to their native country after having been duly naturalized in ours.

The case is that of Mr. Meyer, which is fully stated in my communication to the legation under date of July 2, 1852, to which I respectfully beg leave to refer you.

Mr. Barnard replied to my letter on the 5th, promising to lose no time in bringing it before the government, which he did.

Not hearing from him meanwhile on the subject, I addressed him again on the 13th August, 1852, for the purpose of bringing it to mind. In reply, on the 18th August, he stated that the doctrine of the absolute and independent right of expatriation to which I had referred was not admitted by the European governments, but that this was not the only question of international law in these cases; that Mr. Wheaton, in his time, refused to interpose in behalf of a naturalized citizen, formerly a Prussian subject, who had temporarily returned to Prussia and was seized for a soldier, on the ground that his native domicil and national character reverted, and that he was bound to obey the laws in all respects, exactly as if he had never emigrated, and that the Department at Washington seems to have acquiesced in this view; but that he (Mr. Barnard) could not agree with this doctrine in the broad sense in which it was laid down; on the contrary, he thought that if an emigrant returned merely as a traveler, or temporarily on some matter of business, he should be deemed an American citizen, and treated as such, and not as a Prussian subject. He added that he had made an earnest and strong representation to induce the Prussian government to give up in Meyer's case, and altogether, their demand as well for the fine as for the military *service, and hoped* for a favorable result, at *least* for *the military service.*

Nothing more passed on the subject till October 26, when Mr. Fay advised me (Mr. Barnard being absent) that the Prussian government had just returned a negative answer to his application for Mr. Meyer to visit Paderborn temporarily without being incorporated in the Prussian army; and, in reply to my letter of 28th October, in which I asked whether the affair must be considered as definitely settled in this case and all others like it, he stated that he supposed it must, but that he could not, of course, tell what instructions would be given by the State Department in the matter, nor what would be the result of any which may be given. So the matter now stands.

Mr. Meyer was here a short time since, and desirous of going immediately to Paderborn. I read to him the correspondence which I had on the subject—the substance of all which, however, I had previously communicated him by letter—and advised him not to go. He spoke of your coming, and anticipated that you would be able to do something more effectual; and I promised to make you acquainted with his case as soon as you arrived, and to beg you to inform me if you had any instructions from Washington with regard to negotiations on this subject, and if, in your opinion, there was any hope that the result would be favorable to persons in his position. He repeated his assertion, that it was absolutely necessary for him to go to Paderborn, and that he must place himself at the mercy of the King if he could do nothing else.

It is already a question of no little importance, as recent events have shown, and is daily becoming more so, whether the government of the United States is to protect naturalized citizens who return temporarily and voluntarily to their native country, to the same extent that it would native-born citizens, and also whether any and what protection is to be afforded to individuals who have simply taken the preliminary steps and declared their intention of becoming American citizens. In my experience here, I have endeavored, in several cases, to protect *both* these classes, but have been cautious not to commit myself with regard to the latter; for I see not how they can have any *claim* whatever upon us, except a friendly one.

English legislation excludes naturalized aliens from any positive claim to the protection of their adopted country, when they are beyond its frontiers.

Our own does not; and it is highly desirable that the intention of our government in this respect be clearly made known. You will much oblige me by instructing me as to the course to be pursued in future. * * * * * *

J. C. BATES.

Mr. VROOM, *Minister at Berlin.*

[Extract.]

CONSULATE OF THE UNITED STATES,
Berlin, October 16, 1853.

SIR: * * * * * * *

I am afraid of troubling you too much, but I cannot omit to inquire if *any recent instructions* have been received at your legation, concerning

the right of German rulers to force their former subjects, after having become naturalized in the United States, on revisiting their native country, to bear arms. The former administration has conceded this point, and though I have been able to resist any claim of this kind, (which I believe to be wrong, and totally at variance with our naturalization laws,) yet, as the decision in favor of this claim is known, I had only last month, in a case (reported to the Hon. D. D. Barnard) of this kind, to use the utmost exertions, and to assure the syndicus that the present administration would not uphold the former decision, and I was enabled to get the person claimed unmolested to England. I have on this applied to the State Department for information, but, not having received answer, I would be obliged to you for any light on the subject.

I remain, sir, &c.,

SAMUEL BROMBERG.

O. J. WISE, Esq.,
Secretary of Legation.

[Extract.]

LEGATION OF THE UNITED STATES,
Berlin, October 26, 1853.

SIR: * * * * * * * *

No instructions have yet reached this office with regard to the construction of our naturalization laws, nor with regard to the condition and rights of those unfortunate emigrants whom the Prussian government claims the right to compel to military service. As soon as such instructions are received, I will gladly communicate them to you.

Yours, truly.

O. JENNINGS WISE.

SAMUEL BROMBERG, Esq., *Hamburg.*

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 7.] LEGATION OF THE UNITED STATES,
Berlin, December 13, 1853.

SIR: * * * * * * * *

On the 2d instant, I received a letter from William Parehen, a naturalized citizen of the United States, who left this country in 1848, when about eighteen years of age, and without a permit of emigration. He states that on his return a short time since to transact some family business, he was taken up, and was to be placed in the army within fourteen days, four of which *had already* expired. He asked the protection *of the legation, and, if that could* not be given, he desired

to make a personal application to the King. This case appeared to be within the instructions received by the legation from the State Department in February last, and which had been communicated to the government here, and since acted on by the legation. I did not, therefore, feel at liberty to give to Mr. Parehen any positive assurance of relief. I told him that in similar cases the Prussian government had refused to listen such applications, but that I would aid him as far as was in my power; that if he desired, under the circumstances, to make an application to the King, as he had intimated, I did not wish to deprive him of the opportunity by any act of mine, without his knowledge, but that in such application he must act on his own responsibility; that if I interfered in his behalf, it would be on the ground of his rights as an American citizen, and I should expect him to await and abide the result. I have not heard from him since.—(For copies of these communications see C 1 and C 2.)

The department will perceive that complaints from our naturalized citizens of maltreatment in this kingdom continue to be frequent. I hope to be able to dispose of them satisfactorily without giving trouble. Cases of embarrassment, however, will sometimes occur, in which it will be necessary to ask for direction. The case of Parehen presents an instance. He went to the United States without a permit of emigration, and without having performed the military service required by his country. On his return a naturalized citizen, he was taken and placed in the army. The right of Prussia to do this has been formally conceded. I presume it will be proper for me to act on this principle, unless formally instructed otherwise. I did not, however, think it advisable in my letter to Parehen to commit myself by a formal abandonment of his case. It was not necessary. He emigrated with his father at the age of eighteen, when yet a minor; and an argument might have been made that in such a case a permit of emigration was not necessary. That point might have been presented without expressly admitting the principle referred to. As my interference in the case of Parehen may be requested again, I should be glad to have the views of the government on this subject at as early a day as may be convenient.

* * * * * * * * *

I have the honor to be, sir, very respectfully, your obedient servant,

P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State.

[Translation.]

C. 1.] VATERODE, *November* 29, 1853.

MR. MINISTER: My father, the miller Parehen, had lived for many years at a mill convenient to the Pussian village of Vaterode, in the territory of the Prussian kingdom, in the district of the government of Erfurt, the principal city being Heiligen.

In the year 1848 he emigrated from that place to New York, North

America, taking with him myself, his eldest son, born in wedlock, then about eighteen years old.

He had obtained from the Prussian royal landrath office a permit of emigration; notice was mentioned about his release from the condition of Prussian subject; but it was resolved at the district town of Heidelberg that he only needed a passport; and on this footing he set forward with me, undisturbed, on the voyage to New York.

Afterwards, in America, I married a girl who came from Vaterode; obtained the rights of an American citizen, by the issue of letters of citizenship; was enrolled in the militia of the free States; and my wife received news in the early part of the year that an inheritance had fallen to her at Vaterode, by the will of a deceased uncle. In order to settle this inheritance, I journeyed hither with my wife about the middle of September, last year. Scarcely had I arrived at my old home, when the Hessian authorities seized me as an offender and delivered me up to the Prussians. I was taken to the royal Prussian landrath office at Heiligen, although a free American citizen, escorted by gens d'armes, and sent to the landwehr depot at Millhausen, although I had my certificate of citizenship, and my passport, verified by the American consul, Mr. Hildebrand, at Bremen. My naturalization papers were taken from me, and I was myself ordered to Erfurt; my opposition was disregarded, and under menaces of constraint and imprisonment I was put in the ranks of the thirty-first regiment of infantry. Fourteen days' leave was given me to get clothing, after I had requested it three days. It was, indeed, difficult for me competently to understand that I was subject to the requirement of the Prussian laws of December 31, 1842, and not considered as released from the obligation of subject of Prussia, in despite of the foremention proceedings to release myself, and of my understanding that Prussia no longer had the least claim upon me since I had acquired the right of citizenship in America.

I now turn to you, Mr. Minister, in full confidence that you will give me your protection, and, as an American citizen, reclaim me from the war department of the kingdom of Prussia, and cause me to be set free from Prussian military service.

If you cannot give me the immediately-needed help, then I will be much obliged to you if you will write to me of the unlikelihood of any result from your trouble, to the care of Mr. Rechts Anwalht Schluster, at the town of Heiligen, so that I may then cause an humble petition to be addressed to his Majesty the King of Prussia.

Be assured, Mr. Minister, of my gratitude for the trouble you take in my affair, and accept the assurance of my respectful and high esteem.

WILLIAM F. PAREHEN.

Hon. P. D. VROOM,
Minister at Berlin.

Mr. Vroom to Mr. W. F. Parehen.

C 2.] LEGATION OF THE UNITED STATES,
Berlin, December 2, 1853.

SIR: I received last evening your letter of the 29th November, informing me of your unpleasant situation. It is my duty, and it will be my pleasure, to relieve you if possible. It is right I should state, however, that, in several cases very similar to yours the government has refused to interfere, and most probably it will refuse in your case; or, if relief is afforded, it may be at the end of a long correspondence.

Under these circumstances, you may think it most advisable to make a direct appeal to the favor of the King, as you suggest in your letter; and, if so, I do not wish you to be deprived of the opportunity. But in this I cannot take part. If your case is presented by me to the Prussian government, it will be on the ground of your rights as a naturalized American citizen, and you must, of course, await and abide by the result.

You will please apprize me immediately of your decision, and be assured of my best efforts to serve you.

I am, very respectfully,

P. D. VROOM.

Mr. W. F. PAREHEN.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 16.] LEGATION OF THE UNITED STATES,
Berlin, February 28, 1854.

SIR: I stated in my last dispatch, (No. 15,) that I had just received your No. 4, of the 2d instant, inclosing papers in the case of John Haben, of Syracuse, a naturalized American citizen, who was arrested and imprisoned on or about the 19th of December last, at Saarlouis, in this kingdom.

On the 22d instant, I prepared and sent to the minister of foreign affairs a communication inquiring into the facts and causes of this proceeding. No answer has yet been received. I suppose it will turn out in this case that Haben, having emigrated without permission, and being afterwards found on Prussian soil, has been condemned to punishment according to the laws of the kingdom. It will again present the question, whether persons emigrating without permission, and becoming naturalized citizens of the United States, can afterwards, if

found in Prussian territory, be compelled to serve in the army, or be arrested and imprisoned for not having performed military duty.

* * * * * * * * *

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State.

P. S. After closing the foregoing dispatch, I received from Baron Manteuffel a letter acknowledging the receipt of my communication respecting the arrest and imprisonment of John Haben, a copy of which is herewith forwarded.

Very respectfully, &c.

P. D. VROOM.

Mr. Vroom to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
Berlin, February 21, 1854.

MONSIEUR LE BARON: I have just been informed that John Haben, a citizen of the United States, was, on or about the 19th day of December last, arrested and imprisoned by some of the public authorities of this kingdom at Saarlouis, and that he is still kept there in confinement.

It appears from the evidence furnished me, that John Haben was born in Prussia in the year 1822; that he emigrated to the United States from Westwellars, in the Rhine province, in 1842, and has resided for eleven years at Syracuse, in the State of New York, where he married, and now has a wife and four children living; that he was naturalized according to law, and became a citizen of the United States in 1850; that he left Syracuse about the 1st of October, 1853, on a visit to this kingdom to recover some property inherited by him from his father, who died at Westwellars about two years since, and that soon after his arrival he was arrested and imprisoned.

At the instance of the government of the United States, I hasten to bring this matter to the notice of your excellency, and to inquire whether it be true that such arrest has been made, and that John Haben, the person arrested, is now confined in jail at Saarlouis or elsewhere, in the kingdom of Prussia, and, if true, upon what ground, and for what reasons such proceedings have been taken against him.

As this case involves the personal liberty of a worthy and respectable citizen, I must respectfully, but earnestly, ask for it the immediate attention of his Majesty's government. I cannot but hope that an inquiry into the facts will show that Mr. Haben has done nothing to merit the treatment he has received, and that he will be at once discharged.

I take this occasion to renew to your excellency the assurances of my high consideration.

P. D. VROOM.

His Excellency BARON *MANTEUFFEL.*

Baron Manteuffel to Mr Vroom.

[Translation.]

BERLIN, *February* 26, 1854.

SIR: I have the honor to apprize you, in preliminary answer to your letter of the 22d of this month, that I have promptly written to the minister of the interior, inviting him to obtain information in regard to the causes of the arrest of Mr. John Haben, a citizen of the United States, detained at Saarlouis, who had come into the Rhenish province, his former country, in order to settle an affair of inheritance.

As soon as Mr. Westphalan's answer reaches me, I shall take care to inform you of its tenor.

Accept, meanwhile, sir, the assurance of my high consideration.

MANTEUFFEL.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 25.] LEGATION OF THE UNITED STATES,
Berlin, May 2, 1854.

Sir: I have at length received from the minister of foreign affairs an answer to my letter of the 22d of February last, making inquiry into the cause of the arrest and detention of John Haben, a citizen of the United States.

It appears from this communication, a copy of which is herewith sent, that John Haben, being a native of Prussia, emigrated to America in 1842, at the age of twenty years, without a permit of emigration, and without having performed the military service required of him by his country; that, in 1845, he was proceeded against for violation of law, and his property condemned; that, in 1853, he returned to the place of his birth, was arrested and imprisoned, and in January following was incorporated into the army at Saarlouis, to which town he had been transported. It further appears that he made his escape on the 26th of January, and that the government has fined him as a deserter.

Your dispatch No. 8, received this morning, informs me that Haben has returned safely to Syracuse. As he is no longer within the power of this government, no claim can be made for his release or surrender. I am, nevertheless, instructed to demand indemnification for Haben's losses and the violation of his rights, in case it shall appear that he had complied with the law of Prussia, before leaving his native country, and that he owed no military duty. As it is not alleged, or, I believe, pretended by Haben, that he emigrated with leave, or had *discharged his* military obligations, and as the contrary is charged by

this government, there would seem to be no ground on which any claim for indemnity can be made.

* * * * * * * *

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State.

Baron Manteuffel to Mr. Vroom.

[Translation.]

BERLIN, *April* 25, 1854.

SIR: In referring to my letter of the 26th of February last, serving as a preliminary answer to that which you were pleased to address to me on the 22d of the same month, relative to the person named John Haben, a citizen of the United States, who, having returned near the end of last year into Prussia, his native land, was there arrested, I have the honor to communicate to you the reasons for this measure, as they appear from a report made by the regency of Treves.

John Haben was born on the 3d of December, 1822, at Urweiler, in the circuit of St. Wendel. He is the son of John Haben, who died on the 20th of January, 1851, and of Angela Zimmer, who is yet living. At the age of twenty, (in 1842,) this individual emigrated to America without a permit of emigration, and before he had complied with his military obligations. Prosecuted as a rebellious recruit, he was condemned on the 25th of April, 1845, by the court of Sarrebrück, to the confiscation of his present and future property in Prussia. In the course of the month of October, 1853, Haben reappeared in the place of his birth, on a visit to his relatives. He was immediately arrested, conveyed to Saarlouis, and incorporated on the 4th of January last in the fortieth regiment of infantry, in garrison at that city. In acting thus the competent authorities have strictly kept within the circle of their duties, Haben not having ceased to be a Prussian subject.

However, this individual, on the 26th of January last, succeeded in secretly leaving his garrison, to which he has not again returned. It is alleged that he has gone back to America. Consequently the government has proceeded against him as a deserter, and, on the demand of the military judge, the court of Sarrebrück, by a judgment of the 22d of February, has ordered the seizure of Haben's property in Prussia to help to satisfy the fine of 1,000 crowns which he incurred, as well as the expenses of the trial.

In giving you this information, I profit by the opportunity to offer to you, sir, the assurance of my high consideration.

MANTEUFFEL.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 26.] LEGATION OF THE UNITED STATES,
Berlin, May 9, 1854.

SIR: * * * * * * *

Inclosed is a copy of a * * * letter to the wife of William C. Parehen.

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State.

Mr. Vroom to Mrs. Parehen.

LEGATION OF THE UNITED STATES,
Berlin, May 4, 1854.

Your letter stating to me the unfortunate situation of your husband has been received.

I am desirous of giving you all the aid in my power, but this government has uniformly refused to grant relief in such cases.

A copy of your letter has been sent to the government of the United States.

I wish you would inform me whether your husband had his petition for release presented to the King, as he intended, and also where he now is.

Very respectfully, your obedient servant,

P. D. VROOM.

MRS. DOROTHEA PAREHEN.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 27.] LEGATION OF THE UNITED STATES,
Berlin, May 16, 1854.

SIR: I have the honor to transmit herewith the copy of a correspondence between this legation and Philip Silverstone, a naturalized citizen. It appears that Silverstone went from this country to the United States, in 1848, at about the age of eighteen years, and having resided there over five years and become naturalized according to law, *he returned* to his former home, and is now threatened with being *placed in the army*. Against this he asks to be protected.

In answer to this request, I informed him that having left his native country without leave, and without having discharged his military obligations, and having returned voluntarily and placed himself in the power of the laws he had broken, he could not be protected against the consequences of his own unlawful acts, committed before he had any claim upon the government of the United States, and whilst yet a Prussian subject. In doing this, I have conformed, I believe, to the views of the department as conveyed in your dispatch No. 7, and as further communicated in your dispatch No. 8, in relation to the case of John Haben.

The case of Parehen, who is now in the army, is entirely similar in its features, and must be governed by the same principle.

In view of these cases, it is to be regretted that the impression has so generally obtained among our naturalized citizens that they are not only absolved from all allegiance to their former country, but from all liability to answer for having broken the laws, or failed to perform the duties required of them while yet subjects, and that they may at any time and in all places call upon the agents of the United States to protect them. The same impression prevails among those who have only declared their intention to become citizens. Entertaining these opinions, they return to the land of their birth, and frequently become involved in difficulty. The number of this latter class is constantly increasing. They come, of course, without regular passports, and the peculiarity of the relation they may sustain to the United States gives rise to questions of serious embarrassment. These must be met as they occur. It seems impracticable to adopt a general rule which will apply to all cases. I shall endeavor to deal with them so as to secure protection to those which are just and right, and that will be best effected by not insisting on such as are of a doubtful character.

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I am, sir, with much respect, your obedient servant,

P. D. VROOM.

Hon. WILLIAM L. MARCY,
Secretary of State.

Mr. Silverstone to Mr. Vroom.

[Literal copy.]

SANTOMYS'L BEI POSEN, *May* 7, '54.

SIR: I take the liberty to inform you in what condition I am. I am a Amerikan citizen have got my Passport and Citizen paper with me, came to this countre to visit my Realations and Friends. The Magistrate send me an order I shall go to be measure to be a *soldier*. I spoke to the Magistrat and told him I am not a Prussian only a Amerikan Citizen, he answered me that does me not any good, because I left this coutre when I was 18 *years of age* with a passport for *Hamburg* and *not for Amerika, and therefore* he take me for a Prussian,

and does not care if I have got any Citizen paper or not, so I request your Honer to let me know if that is the law between the United States of Amerika and Prussian. I shall look for assistance to you soon, because you are our Protecter as a Amerikan Consul in this coutre I expect very respectfully a answer immediately.

Your humble servant,

PHILIP SILVERSTONE.

Mr. Vroom to Mr. Silverstone.

LEGATION OF THE UNITED STATES,
Berlin, May 8, 1854.

SIR: I have just received your letter of the 7th instant, from which I learn that you are a Prussian by birth, and emigrated to the United States at the age of eighteen years; that you are now an American citizen, and have a passport and your paper of citizenship with you; that, having come to this country to visit your relations, you are threatened with being placed in the army as a soldier.

That I may understand your situation correctly, I wish you would inform me when you left this country and went to the United States, and with whom you went; and how long you have been there; and whether you went with a permit of emigration or without leave? It would also be satisfactory to have your papers sent to me that I may see what they are; or, if you think that would be unsafe, you will send me a copy of them as soon as you can.

Respectfully yours,

P. D. VROOM.

Mr. Silverstone to Mr. Vroom.

[Literal copy.]

SANTOMYSL, *May 10th*, 1854.

SIR: Your worthy writing from the 8th of May I received yesterday, and can see, that you want my papers, but to take your advise I only send a Copy of them. You want to be informed of the following things: I left this country in 1848, and went directly to the United States, and staid there above 5 years. A Permitt of Emigration I hade not to leave this country for the United States, but still I have written to you in my last letter I was not but 18 Years of age, and was not at the same time old enough to be placed in the army for a soldier, bekause the do not take them here before the age of 20 years.

I would like a answer immediately of cours—the 13th May the want to put me for the Docter to be overlooked, if I am abel for the service.

Your humbly servant,

PHILIP SILVERSTONE.

Mr. Vroom to Mr. Silverstone.

LEGATION OF THE UNITED STATES,
Berlin, May 12, 1854.

SIR: I have received your letter of the 10th instant, and the papers inclosed, which appear to be regular.

It is much to be regretted that you have voluntarily come back to your native country, and put yourself in the power of her laws. These laws you violated by going away without a permit of emigration, and without having performed your military service; and being now found within the Prussian dominions, I am not authorized to protect you against the consequences of your own acts, committed whilst you were yet a Prussian subject.

Under these circumstances, it will be advisable for you to withdraw, if you can properly do it, from the Prussian territory, and return to the United States, or go to some other place where you may be protected.

So far as I can give you any aid, consistently with your rights and my own duty, it will be given with great pleasure.

Very respectfully, your obedient servant,
P. D. VROOM.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 62.] LEGATION OF THE UNITED STATES,
Berlin, February 6, 1855.

SIR: * * * * * * I transmit herewith a copy of a letter from John F. Klein, a naturalized citizen, who complains of having been arrested at Bunzlau, in this kingdom, for not having performed his military service, and also a copy of my answer. I have waited some time, in the hope of hearing further from Mr. Klein. His silence induces me to hope that he has made some arrangement with the authorities, and has been fully released.

* * * * *

I have the honor to be, very respectfully, your obedient servant,
P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Klein to Mr. Vroom.

[Translation.]

BUNZLAU, JURISDICTION OF LIEGNITZ,
Prussian Province of Silesia, January 15, 1855.

I beg leave to present, very respectfully, the following to the honorable minister:

Nearly six years ago I left Prussia, my fatherland, after completing my military duty to Prussia in the fifth yager battalion, at Görlitz, and was dismissed as a half-invalid of the second levy.

On my coming away, I was furnished with a foreign travel passport. Since then I have resided uninterruptedly in the United States, and am in possession of copies of the original letters of naturalization.

At present I am here, looking after the settlement of my inheritance from my father, and intending to return with my family to the United States.

Although I am a citizen of the United States, and irreproachable, I have nevertheless been three days under military arrest, because I had stayed away longer than my passport allowed. Moreover, the local magistrate here has refused to give to me the official passport issued to me at Washington, which I delivered to him, and also refuses to state the reason for such denial.

I am unwilling to expose myself to further attacks unprotected, but only to bestir myself according to the course of justice.

To your honorable legation, which I as an American citizen allow myself to recognize as my nearest lawful authority, I apply for protection to my second journey hence to America.

I moreover pray you to answer me on this matter as promptly as may be: How far the pretensions of this local authority may affect my person and other relations? Whether the local magistrate is entitled to withhold the American passport belonging to me? Whether and in what legal conditions I may reckon on the support of the honorable legation; and whether I can, before my journey to America, be furnished with a passport from the legation, when with testimonials of good conduct, I respectfully ask for it?

The honorable legation will most graciously excuse me for having prayed for the most prompt answer possible. Much depends on that, for I may fall into the embarrassment of too near approach to the Prussian authorities, or of yielding too far the rights of an American citizen.

I have the honor to be your excellency's most obedient servant,

JOHN F. KLEIN.

Mr. Vroom to Mr. Klein.

LEGATION OF THE UNITED STATES,
Berlin, January 20, 1855.

SIR: I have received your note of the 15th instant, informing me that, having been born a Prussian subject, you left your native country, about six years ago, after having performed your military duty in the fifth Prussian rifle battalion at Görlitz, and after having been declared a half invalid of the second summons; that having been provided with a passport, you went to the United States, where you were duly naturalized; that having returned to this country to attend to your paternal inheritance, with a regular passport from the government of the United

States, you have been seized and placed under military arrest, because you remained abroad longer than the period prescribed in your original passport; and that the magistrate of the place where you now are refuses to return your American passport, without assigning any reason for such refusal.

You desire to be informed—

1. How far you can be affected in person or otherwise by the just pretensions or claims of the authorities?

2. Whether the magistrates can withhold from you your American passport?

3. Whether, and in what legal mode you may look for protection from this legation?

4. Whether, before your departure for America, you can be provided with a passport from this legation, by means of a certificate of good behavior?

I have considered your case as presented, and in answer to your questions, would remark, that all persons going from this kingdom, after having performed the full military duty required of all its subjects, and complied with the municipal laws, and who shall thereafter become citizens of the United States, are entitled to, and will receive the protection of that country, wherever they may happen to be. But if they shall leave the kingdom without permission, and in violation of its laws, and afterwards return voluntarily, and place themselves within the power of the laws they have broken, they cannot be protected from the consequences of their own acts. Applying this rule, you will be able to see how far you may be legally affected, and what are the just claims that may be made against you.

As to these laws, and the due execution of them as regards your case, it will be proper for me to ask explanations of the government, unless you think that course will involve you in further difficulties; and with respect to this, you must inform me at once.

I do not understand from your letter, which is somewhat vague, that the authorities propose to enforce any other penalties against you; and I presume, therefore, the magistrates will not persist in withholding from you your American passport. If they should, after proper request made, you will inform me, and I will take such steps as may be proper to secure your safe return to the United States.

I am, respectfully, your obedient servant,

P. D. VROOM.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 68.] LEGATION OF THE UNITED STATES,
Berlin, March 20, 1855.

SIR: * * * * * * * *

I transmit a copy of a letter from Francis A. Hoffmann, a native of Prussia, now a citizen of the United States, inclosing a petition to the King for leave *to visit his native country*, and of my answer to it;

also a copy of a note addressed to the minister of foreign affairs inclosing the petition.

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Hoffmann to Mr. Vroom.

CHICAGO, *February* 13, 1855.

Inclosed please find my letter to his Majesty the King of Prussia. I left Prussia some eighteen years ago, and owing at that time, as I am now informed, military service to the Prussian government, of which I was then a subject. I have acquired United States citizenship many years ago, and am desirous of visiting my native country on business.

I take the liberty of requesting you kindly to cause the delivery of my inclosed petition into the proper hands, and have the honor to subscribe myself your obedient servant,

FRANCIS A. HOFFMANN.

Mr. Vroom to Mr. Hoffmann.

LEGATION OF THE UNITED STATES,
Berlin, March 19, 1855.

SIR: I have received your favor of the 13th of February, inclosing a memorial to his Majesty the King of Prussia for leave to visit your native country. The memorial I have transmitted to the minister of foreign affairs to be laid before his Majesty. As an answer may not be returned in some time, I have deemed it proper to apprise you that the petition has been received and your request attended to. As soon as I shall be informed of the result of your application, I will give you notice.

I am, sir, very respectfully, your obedient servant,

P. D. VROOM.

Mr. Vroom to Baron Manteuffel.

LEGATION OF THE UNITED STATES,
March 19, 1855.

MONSIEUR LE BARON: The inclosed petition to his Majesty the King has been forwarded to me by the petitioner, Francis A. Hoffmann, now a citizen of the United States. Without committing myself in any

way in relation to his rights as an American citizen, I have felt it my duty to transmit the memorial to your excellency, hoping that his Majesty, on viewing the same, will be pleased to grant the reasonable prayer of the petitioner.

I beg your excellency to accept the assurance of my high consideration.

P. D. VROOM.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 94.] LEGATION OF THE UNITED STATES,
Berlin, September 18, 1855.

SIR: I have the honor to transmit to you copies of the following papers:

* * * * * * * *

7. A note from the minister of foreign affairs, dated 17th instant, informing me that the petition of Francis A. Hoffmann, a citizen of the United States, for leave to visit his native country without being subjected to military requisitions or penalties has been denied.

* * * * * * * *

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Baron Manteuffel to Mr. Vroom.

[Translation.]

BERLIN, *September* 17, 1855.

SIR: You have been so good as to cause to reach me, by your dispatch of the 19th of March last, a petition to the King, from Mr. Francis A. Hoffmann, originally a Prussian, who has settled at Chicago, in the United States, and who requests permission to return to his native country.

This request having been, by order of his Majesty, sent to the minister of the interior, information has been obtained by the president-in-chief of the province of Westphalia in regard to the antecedents of the man Hoffmann, from which it has been ascertained that that individual left Prussia in 1840, without authority of his government, and before he had complied with his military obligations. On his being prosecuted as a rebellious recruit, the court of Paderborn condemned him, on the 22d of January, 1846, to the confiscation of all his present and future property in Prussia.

Under these circumstances, the minister of the interior has deemed it his duty to hesitate in supporting Mr. Hoffman's claim before the King. The petitioner has already been directly notified of this. I have not been willing, however, to omit informing you likewise, and request you, sir, to accept, with my regrets, the assurance of my high consideration.

MANTEUFFEL.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 99.] LEGATION OF THE UNITED STATES,
Berlin, October 23, 1855.

SIR: * * * * * * *

I have the honor to transmit a copy of a letter from John Statz, a Prussian by birth, who left this country at the age of sixteen years, and returned at the age of twenty-two years, just after having been naturalized as a citizen. After being at Cologne about three months, he was taken up and placed in the army. As this case does not differ from several which have preceded it, I informed Mr. Statz, in my answer, that I would send a copy of his letter to the department, but could not hold out to him any prospect of relief. I did not think it advisable to make any application to this government, not being able to distinguish it from former cases in which interference has been refused.

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I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Statz to Mr. Vroom.

COLOGNE, *October* 12, 1855.

SIR: Forced by the arbitrary measures of the Prussian government's officers at Cologne, I, a citizen of the United States, appeal to your protection, and invoke your aid and intercession as embassador. My citizen patent and passport, here inclosed, will easily convince you of my being a citizen of the United States; nor will you, therefore, fail to give me that "lawful aid and protection" warranted to me in our Secretary of State's passport, against the *unlawful* and violent measures of subordinate Prussian officers at Cologne, whose conduct will soon, by your intercession, be disavowed and disapproved of by the Prussian government themselves. But I must first state you my case:

I was born at Cologne, Rhenish Prussia. In the year 1849, at the age of sixteen years, I left Prussia, went to the United States, and, ever afterwards, staid there until the end of April, 1855—that is, for a space of five years and a half. Having obtained, in the month of January, 1855, the quality of a citizen, I departed from my adopted country with the view of settling some pecuniary matters and family affairs at Cologne. Trusting to my quality of citizen of the United States, and sure of the aid of my adopted country's government and embassador, I arrived at Cologne, where, after an unmolested stay of about three months, I was suddenly arrested by night; my papers were strictly, but in vain, sought after; I was put into a miserable prison; and, after some days, during which I was totally cut off of all communication with any of my friends, I was forced to become, although a citizen of the United States, and now an *alien* to Prussia, a common soldier. I could not but submit to this disgraceful treatment, since all resistance, all protestations, as being no more a subject to Prussia, were in vain, and would still more deprive me of any occasion and possibility of invoking the "aid and protection" of our government's consuls and embassador. Such unworthy treatment, and the strict searches made for my papers, the superficial refusal of paying any respect to my quality of citizen of the United States, altogether inspired me with the suspicion that had those papers, by which I am enabled to prove my citizenship, been found out by the Prussian policemen, they would not have hesitated to seize them, and so to deprive me of all means of protesting and reclaiming against their arbitrary behaviour; therefore, and because I would fully be qualified in your eyes, I now intrust you with these papers that are most dear to me.

Now, as for the reasons proffered by those Prussian officers, in an at least very strange misconception of their duty and office, they are quite futile, and against all law. They say, "that when I went away I had the obligation of becoming a Prussian soldier, which duty, by going away, I had evaded, and ought now to be forced to fulfill it." But this is wholly untrue; for, *even* if I had evaded that duty or obligation, I would, by becoming a citizen of the United States, have been delivered of this as well as of any other obligation of a *Prussian* citizen. Yet my case is quite another and much more favorable for me; I never have, nor *could* have, evaded that military obligation, since when I left Prussia I was only sixteen years of age, (as I am able to prove.) Now, no Prussian *is liable* to military service before the age of nineteen, and, even *if he wished it*, can enter that service before the age of *seventeen*. Therefore, since I left Prussia, in the year 1849, and (if I had been still in Prussia) would have become liable to service in 1852, I left Prussia when I had *no such* obligation. I returned when I had broke the whole contract between Prussia and me, by becoming a citizen of the United States. So I have no Prussian citizen's obligation at all, and consequently am unlawfully retained. In the surest conscience of my being in the right, and suffering unlawful retention by a government alien to me, I now invoke and implore you, sir, in your quality of embassador of my country, to give me that "lawful aid and protection" warranted in my passport, and to do those steps which will speedily deliver me

from unlawful retention; and, hoping that my case will still easier be righted than that of Koszta,

I am yours, respectfully,

JOHN STATZ,

Musketeer beim, 30th Infantry Regiment, 8th Company, Cöln.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, October 17, 1855.

SIR: I received yesterday your letter from Cologne of the 12th instant, in which you informed me that you left Prussia, your native country, in 1849, at the age of sixteen years, and went to the United States, where you have since resided; that after being naturalized, in 1855, you returned to Prussia with the view of settling up some pecuniary and family matters, when, after remaining at Cologne about three months, you were arrested and imprisoned, and then compelled to enter the Prussian army as a common soldier. I regret that, after having left this country without leave, and against the law, you should, immediately on becoming a citizen of the United States, have returned here again, and remained so long as you have done, thus exposing yourself to the danger of being apprehended and placed in the ranks. I regret still more that I cannot hold out to you any prospect of speedy relief. I am persuaded it will be useless for me to make any appeal to this government. You have returned here voluntarily, and placed yourself within the power of the Prussian laws, and these laws claim of you the performance of a military service which you owed before you became an American citizen. All I can do is to send a copy of your letter to the Secretary of State; but I have no reason to expect that, under such circumstances, the government of the United States will direct me to interfere.

Your case is entirely different from that of Koszta, to which you refer. When Koszta was seized by the Austrian authorities on the ground of his being an Austrian subject, he was not in the territory of Austria, nor within the power of her laws, but in a neutral country; and for this reason alone, independently of any other, it was proper on the part of the officers of the United States to demand and compel his delivery. If Prussia had undertaken to interfere with you in Belgium, or any other neighboring country, the cases would have been similar. You will readily see the difference between them.

I return your certificate of naturalization and passport.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 110.] LEGATION OF THE UNITED STATES,
Berlin, January 8, 1856.

SIR: I have the honor to inclose—

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5. A copy of a letter from John Statz, and my answer to it. This unfortunate case is stated at length in dispatch No. 99. Mr. Statz seems to be of opinion, as you will perceive, that a formal demand on my part will certainly effect his release, and he will probably blame me for not making it. But I have referred him to my first views of the case, and told him they were not changed by anything contained in his letter.

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I have the honor to be, very respectfully, your obedient servant,
P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Statz to Mr. Vroom.

COLOGNE, *December* 19, 1855.

SIR: With much satisfaction, I received your speedy answer of Berlin, the 15th of October, to my letter of Cologne, the 12th. Although I regret very much that you cannot yourself do anything in my case without instruction from Washington, I have put my hope on the decision of our government. Awaiting this decision, I have not presumed, till now, to trouble you with any further correspondence. Now, however, I feel myself obliged to write to you again, because I now first begin to think that you possibly might have postponed that only step you could do for me, viz: to send a copy of my letter to Washington until I should directly have requested you to do so. In this case, I now request you to forward copies of both my letters to Washington. I hope, and I must hope, that our government will intercede for me; and, in order that you, sir, may become more inclined to intercede for me, I must make the following remarks on some points of your letter.

You concluded, sir, perhaps from an expression in my last letter not sufficiently clear, that I had left Prussia without leave, and against the law; yet I left Prussia with a regular "passport for one year;" therefore I can only be said to have not returned in the proper time. Even if I had not had that ardent desire and intention of becoming a citizen of the United States, I could not have returned in the term prescribed in my passport, because I had not the means; and so, you see, that, even in the eyes of a Prussian, I am not quite such a run-

away as I should be if I had left Prussia without any leave and against the law.

Your letter also observes that my case is entirely different from that of Koszta. I must, however, maintain that, if there is a difference in the *right* of both cases, it is entirely to my favor. Koszta was not yet a citizen; he only had the intention. I, however, am a citizen. This, indeed, is a weighty difference.

But, that I am in Prussia, and that Koszta was on neutral ground, does not make the cases entirely different. A superficial difference it is, indeed, but it does not touch the chief question, the question of *right*. The difficulty of protecting me may perhaps seem to be greater, but then the power of the United States is such that all difficulties must vanish before their influence. A simple reclamation would deliver me directly; at least, I see no ground why the trial should not be made to deliver me. Even if the steps to be taken in my favor should seem to promise no success, yet those steps ought to be taken, for then I could confess that something had been done, or at least tried, for me.

But you remark, as a difficulty, that I owed a military service before I became a citizen of the United States. Even the case of Koszta is a splendid precedent, showing and declaring "that the United States will not only protect those that are already citizens, but also that 'citizenship' has a retrospective effect, and that even the intention of becoming a citizen has been regarded as a motive for protecting him who has that intention." Now, if this retrospective and anticipating effect of citizenship has once been acknowledged in the case of Koszta, it will also protect me and justify an intercession in my favor, for, when I first became liable to military service, I was already three years in America, with the intention, afterwards realized, of becoming a citizen. Therefore, if the government of the United States will act up to their own principles, shown in the case of Koszta, they will intercede for me also, and my intention of becoming a citizen will have protected me from becoming liable to service in Prussia.

I am sure that the slightest steps taken in my favor will deliver me directly; and the Prussian government would rather choose to dismiss a hundred persons in my situation than to give the slightest offense to the pronounced will and wish of the United States. If you, sir, would do one step in my favor, the Prussian government would probably not await the result of an official correspondence. I have strong reasons to think that they would deliver me themselves, in their own administrative way, as they do in many cases. Moreover, my being put in the ranks may easily be regarded as the act of subordinate officers, and easily be disapproved of. Awaiting, therefore, whatever will be done for me, and trusting to the protection of our government, I remain, sir, your very obedient servant,

JOHN STATZ,
Musketier beim, 30 *Inf. Reg.*, 8'*tn Compagnie, Cöln.*

Mr. P. D. VROOM,
Embassador of the United States, Berlin.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, January 5, 1856.

SIR: I have received your note of the 19th of last month, and, after carefully considering its contents, regret that I am unable to take any view of your case different from that taken in my communication of the 15th of October. Your letter to this legation and my answer to it have been transmitted without delay to the Secretary, at Washington; and whatever instructions may be given me in regard to your case will be strictly complied with. If no instructions shall be received, I shall conclude that the course I have pursued has been approved.

There is one fact stated in your last letter, and which was not mentioned in your first, that requires a single remark. It is, that you had a regular passport for a year, and therefore did not go from Prussia "without leave and against law," as I had observed in my answer. I do not perceive that this alters the case in your favor. The passport was a mere permission to be absent for a year, and it implied a promise that you would return at the end of the time. This promise you violated; and, if you took advantage of the license to become a citizen of the United States, it does not place you in a better position than if you had gone without any leave whatever. By the remark I made, I intended to be understood that you had emigrated from and abandoned your country "without leave and against law;" and this is strictly true.

I feel much concern for you in your present situation, and shall be glad, as you may well suppose, to do anything for your relief that may be consistent with my views of propriety and duty.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. JOHN STATZ, *Cologne.*

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 112.] LEGATION OF THE UNITED STATES,
Berlin, January 22, 1856.

SIR:

* * * * * *

Mr. Statz, who has been placed in the army, and whose case has been before referred to on several occasions, continues to write to the legation. In his last letter he endeavors again to show that, as an American citizen, he is entitled to full protection as against the claims of this government, and wishes to know at what time he may conclude, from my not receiving any special instruction, that the course I have taken in his case has been approved by the department. I

have told him, as will be perceived by a copy of the correspondence, that if any instruction was to be given, it would be done without unnecessary delay. He thinks an absolute demand should be made for his release, and that before "the pronounced will of the United States" all difficulties must vanish. My reason for not making such demand was explained to him in my first letter of the 17th of October; and in the same letter I informed him that I had no reason to suppose the government of the United States would direct me to interfere.—(See dispatch 99.)

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Statz to Mr. Vroom.

COLOGNE, *January* 15, 1856.

SIR: Your note of the 5th of this month, although it did not much encourage me, yet in its conclusion confirmed me in the favorable opinion I had already conceived of your concern for me in my present situation; nothing, therefore, but the duty of utmost self-defense impels me to trouble you with another letter.

Your letter tells me that "if no instructions will be received" from Washington you will conclude that "the course you have pursued will have been approved;" but since all my other steps must be directed by the previous and certain information whether I am to expect that any instruction in my favor may possibly still arrive, I beg you will point out to me the probable term, which being elapsed, I may safely conclude that the course you pursued has been approved by the Secretary of State, and that I may give up all hope for protection by the government of the United States.

By your observation that my regular Prussian passport did not alter the case in my favor, I am indeed convinced and assent to your opinion; only this may show that I am not quite a runaway, and that if I offended the law it was only in a passive way. Yet there was another point in my last letter which you did neither refute nor mention, on which, however, I lay the greatest stress.

If I grant all other points, yet there remains the fact that the intention of becoming a citizen of the United States has a protective power, that citizenship itself therefore has a retrospective power. This has been acknowledged by our government, because they did intercede in the case of Koszta, and so I do not seem to demand unreasonably that in my own case, too, the government of the United States may act up to their own principle and protect me. This "power of the intention," or, which is the same thing, this "retrospective power of citizenship" must also have protected me against becoming liable to the military service of Prussia whilst I was staying in the United States with the intention, afterwards executed, and thus proved to be sincere,

f becoming a citizen. That the difficulty of protectiug me is now reater than it was in the case of Koszta, I do not know. Besides his, all difficulties must vanish before the pronounced will of the Jnited States. Moreover, this difficulty, that I am in the territory of 'russia, and that Koszta was in a neutral country, does not affect the hief point, the question of right in both cases; it does not make them *ntirely* different. If this circumstance makes a *superficial* difference n favor of Koszta, the difference in my favor, viz: that I am a now citizen, and that Koszta only had the intention, must also be considered; and, moreover, the point in question is not whether I can be protected without difficulty, but whether I ought to be protected. If you, sir, would prove this claim of protection to be groundless, which I hope you will not, then, and only then, I shall be reduced to take the same view of my case which you took in both your communications.

Awaiting, therefore, your answer and an information about the term after which no instructions are to be expected from Washington.

I remain, sir, with thankful acknowledgment of the concern you profess to feel for me, very respectfully, your obedient servant,

JOHN STATZ,
Musketeer, 30th Infantry Regiment, 8th Company.

Mr. P. D. VROOM,
Embassador of the United States, Berlin.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, January 21, 1856.

SIR: Your letter of the 15th instant has been duly received.

I am not able to give you any satisfactory answer as to the time after which no instructions are to be expected from Washington in regard to your case. The papers have all been forwarded, and your last letter will be sent to-morrow. If, in view of the whole matter, the department shall think it advisable to give any special instruction, I am sure it will not be long delayed. Permit me to assure you again of my sympathy for you in your unfortunate situation.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. JOHN STATZ.

Mr. Vroom to Mr. Marcy.

No. 117.] LEGATION OF THE UNITED STATES,
Berlin, February 26, 1856.

SIR: * * * * * * * * *

Mr. Abel French, consul at Aix-la-Chapelle, has referred to me the case of Mr. George Schlemmer, who has applied to him for protection

and relief as a citizen of the United States. On examining the papers I have informed Mr. French that an application to the government here would be entirely useless, and that I saw no mode in which Mr Schlemmer could be relieved. The case is one of that class where persons obtaining from the government leave to go to the United States for a year, remain abroad long enough to become citizens, and on their return are compelled to perform military service. It is similar to that of John Statz, about which there has been considerable correspondence. Copies of the application of Mr. Schlemmer (through a relative) to Mr. French, of his letter to me, and my answer are forwarded with this dispatch.

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. French to Mr. Vroom.

UNITED STATES CONSULATE,
Aix-la-Chapelle, February 23, 1856.

SIR: I inclose herewith a certificate of naturalization of Mr. George Schlemmer, together with a letter which covered it, from his brother-in-law, Mr. Stahlschmidt.

I have written to Mr. Stahlschmidt that I should send his communication to you for such action as you might see fit to take, but that I feared that nothing could be done to relieve his relative from the unpleasant situation in which he has placed himself.

I have the honor to be, sir, very respectfully, your obedient servant,

A. FRENCH.

Hon. PETER D. VROOM,
United States Minister, Berlin.

Mr. Stahlschmidt to Mr. French.

The undersigned, brother-in-law of George Schlemmer, a citizen of the United States of America, naturalized on the 4th of December, 1854, wishes to claim the protection of the United States government for the said G. Schlemmer.

Said G. Schlemmer emigrated to the United States in the year 1849, with a passport of the Prussian government for one year. Pecuniary difficulty prevented his returning to Prussia, and he became in due time a citizen of the United States. Family business made his return necessary; he was provided with a United States passport, dated Washington, October, 1855. After coming home, he was taken prisoner by the Prussian government, and made a soldier against his free will, and while protesting, as a citizen of the United States, they made him swear as a soldier by force. Believing this to be against the

right of nations, he claims the protection of the United States government for the said G. Schlemmer. Hoping that you, as United States consul, will do everything in your power to release him, I sign, respectfully, your servant.

Mr. FRENCH,
United States Consul in Aachen.

Mr. Stahlschmidt to Mr. French.

[Translation.]

REUSS, *February* 22, 1856.

My brother-in-law George Schlemmer, returned some weeks ago from America, an a visit to his mother, brothers, and sisters. He is twenty-six years old, and emigrated at the age of nineteen. He tried to obtain permission to remain at Elberfeld, but it was refused to him. His American passport was taken from him, and he was sent to Dusseldorf, under the escort of gen d'armes. On his arrival there he was forthwith forced into military service. He has to undergo a great deal of drilling; is not allowed to go out without a guard, and all intercourse by letter is denied him. Those about him are strictly enjoined to watch him closely.

My brother-in-law wrote the above statement in a hurry, and requested me to copy it, and to add some explanations, and then to put it into your hands. Now, as he is in a very unfortunate position, and has, moreover, business to attend to in America, which suffers greatly on account of his absence, I solicit your kind sympathy and assistance in his behalf. I herewith inclose to you his certificate of naturalization, which I beg you will return to me, requesting that you will communicate to my address the result of your kind efforts in the matter.

Your most devoted, humble servant,

W. STAHLSCHMIDT.

A. FRENCH, Esq.,
United States Consul, Aix-la-Chapelle.

LEGATION OF THE UNITED STATES,
Berlin, February 25, 1856.

Your letter of the 23d instant, in regard to the case of George Schlemmer, has been received with the papers accompanying it. It appears that Mr. Schlemmer left Prussia for the United States in 1849, being then in his nineteenth year, with a passport from his government, giving him leave of absence for a year. Instead of returning, he remained in the United States upwards of five years, and in the meanwhile became naturalized as a citizen, in the court of common pleas for the city and county of New York, on the 4th of December, 1854, as appears by his certificate of naturalization. He has now returned voluntarily and placed himself within the power of

the laws which he violated before he had any claim to protection from our government. I do not see that under such circumstances anything can be done by the legation here for his relief. I am satisfied that any application to the Prussian government for his discharge would be unavailing. The government is especially strict towards those who have taken advantage of a limited absence, granted them as a favor, to become citizens or subjects of another country.

I inclose the certificate of naturalization you sent me.

Very respectfully, your obedient servant,

P. D. VROOM.

ABEL FRENCH, Esq.,
Consul of the United States at Aix-la-Chapelle.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 127.] LEGATION OF THE UNITED STATES,
Berlin, May 13, 1856.

SIR: I have at length received from the minister of foreign affairs an answer to my note of January 4, in which was stated the case of the brothers Herzfeld, who had been ordered to leave the Prussian territory in a fortnight. This note, and the correspondence accompanying it, will be found in my dispatch No. 110. The answer of the minister is very much as I anticipated it would be. The government is induced to think, as it would seem, that these brothers obtained their permit of emigration not with a view of emigrating in good faith, but to avoid military service; and for this and other reasons which are given, it is unwilling that they shall remain longer in Prussia. The answer shows that the decree of expulsion was not executed against them, and that they were suffered to remain three months, the period requested in my note. Further time will not be granted, and I have notified them accordingly.

The minister, in his answer, states that Gustave Herzfeld, one of the brothers, was furnished with a regular passport from the government of the United States, while the other one had only a declaration of intention to become a citizen. I think the regency of Dusseldorff, who furnished information to the government here, must be under some mistake as to this, at least I hope so, because it was not represented to me that Gustave Herzfeld had such passport, and if such an one was in his possession, it must have been improperly obtained.

A copy of the note of the minister of foreign affairs, and of my letter to the Herzfelds, informing them of its purport, are sent herewith.

* * * * *

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM

Hon. W. L. MARCY,
Secretary of State.

Baron Manteuffel to Mr. Vroom.

[Translation.]

BERLIN, *May* 2, 1856.

SIR: Since the reception of your official communication of the 4th of January last, I have brought to the knowledge of the minister of the interior the reclamation of the brothers Gustavus and Maximilian Herzfeld, who form the subject of it. Mr. de Westphalen having asked the regency of Dusseldorf for a report in regard to this matter, the result is as follows:

The two individuals in question emigrated to America in 1854, with the consent of their government, so that they are no longer Prussian subjects. After an absence of from three to six months, they returned to Neuss, their place of birth. One of the brothers, Gustavus, was provided with a passport from the government of the United States in proper form; the other, Maximilian, with a certificate attesting that he had provisionally been admitted as a citizen of the United States. Having asked permission to stop at Neuss, *for the purpose of visiting their relatives there,* permits of sojourn were issued to them by the police.

The provincial councilor of the circuit, however, deemed it his duty to have investigation made into the military relations of the brothers Herzfeld; and he then learned that these two individuals had not answered the call in their native city, but that they had had themselves inscribed on the registers of the city of Cologne, from which afterwards they entirely disappeared; that Maximilian having been summoned, before his departure to America, to present himself before the commission for the recruitment of the army, he had refused to appear, claiming for himself the character of a foreigner, he having meanwhile obtained a permit of emigration; that, in order to obtain this document in the shortest possible time, the two brothers had pretended, in the course of the month of July, 1854, that the vessel in which they wished to embark for America was on the point of sailing; but that, after obtaining the permit of emigration, they had still remained in the country until the end of the year 1854.

All these maneuvers have convinced the provincial authorities that the declaration made at the time, by the two brothers Herzfeld, of wishing to emigrate to the United States, was only a trick to escape from their military obligations in Prussia.

As to the motive of his return to Neuss, Maximilian at first declared that he wished to make various purchases in the States of the Zollverein; but he afterwards alleged that his intention was to settle his business at Neuss. Thus different motives, which have induced the regency of Dusseldorf to order Gustavus and Maximilian to be sent back. It must be stated, moreover, that, in 1848 and 1849, the house of the brothers Hersfeld at Neuss was the gathering-place of the Democratic party, so much so that Joseph Herzfeld, brother of the demandants, was prosecuted at the time for his revolutionary intrigues, and fled to America.

In this state of things, the minister of the interior thinks that the expulsion of the brothers Gustavus and Maximilian Hersfeld is fully justified, more especially as the delay of three months, which they asked for in their petition of the 18th of January last, has since expired. The regency of Dusseldorf have, therefore, just been directed to no longer extend the time which was granted to the brothers Herzfeld for their sojourn in Prussia.

In giving you these explanations, I have the honor to renew to you, sir, the assurance of my high consideration.

MANTEUFFEL.

Mr. Vroom to Messrs. Herzfeld.

LEGATION OF THE UNITED STATES,
Berlin, May 10, 1856.

I received, a few days since, from the minister of foreign affairs, a note in answer to my communication of the 4th January. The government here declines giving you permission to remain in Prussia, believing, as they say, that you have not acted in good faith, either in obtaining your permit of emigration or in returning so soon to your native place. It appears, however, that the decree of expulsion against you has been stayed for the period of three months, as was requested. Further time, the minister says, cannot be given.

Very respectfully, &c., &c.,

P. D. VROOM.

MESSRS. GUSTAVE and MAX. HERZFELD.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 144.] LEGATION OF THE UNITED STATES,
Berlin, December 2, 1856.

SIR: I have the honor to inclose to you a copy of two letters from Mr. John Statz, a naturalized citizen of the United States, who is now in the Prussian army, together with a copy of my answers. It is more than a year since Mr. Statz first made complaint that he had been apprehended at Cologne and was compelled to do military duty. Copies of the letters which have passed between him and the legation will be found accompanying my dispatches, Nos. 99, 110, 112. The case of Mr. Statz was one of those unfortunate ones, in which I felt myself precluded from demanding his release, and I deemed it impolitic and unwise to make an application which would certainly be refused. It could be of no service to Mr. Statz, and an acquiescence in the refusal of this government would only strengthen it in the maintenance of a law, the operation of which is occasionally onerous

to our naturalized citizens, and which, I hope, may be at some future day repealed or modified. I supposed my answer to Mr. Statz's first letter, although not as decided as it might have been, would have satisfied him that nothing could be done for his relief, but, entertaining very decided views of his personal rights, he appears to have come to a different conclusion. He is evidently dissatisfied with my course; and, as he declares his intention to appeal to the government, and thence to the public, through the press, I have thought proper, in my answer to his last communication, to review, very briefly, the correspondence which has taken place, and present it in as simple a manner as possible. If it does not convince Mr. Statz, I hope it may assure my government and those to whom he may appeal, that I have not failed in my duty to him or to the country. I have told Mr. Statz that it is his privilege to bring his case before the government; and if he shall do so, I respectfully ask for it, in pursuance of the promise I have made him, the most favorable consideration that can be given it. If I have been in any wise mistaken in my views of what was right or expedient under the circumstances, it will be gratifying to me to conform to any directions that may be given for his benefit.

* * * * * * * *

I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Statz to Mr. Vroom.

COLOGNE, *July* 18, 1856.

SIR: Your letter of January 21 informed me that you then could not give me a satisfactory answer as to the time after which no special instruction was to be expected from Washington in regard to my case. I have therefore waited half a year, and now hope that you will be able to give me a *decisive* and *satisfactory* answer whether I am still to expect any such instructions or not.

Should this last and decisive answer, which I expect from you, prove to be unfavorable to my hopes, should I be cut off from your official assistance, then, relying on the sincerity of your sympathy for my unfortunate case, I presume to beg you will also inform me whether your *personal* influence with the Prussian authorities would be of service for my relief. I cannot give up my last hope, and, in every case, I shall do my utmost, and try all means, to relieve myself from involuntary retention. I hope you will regard this letter as coming from a man almost despairing, and I hope you will send me an answer, which, if not favorable, will at least be a decisive one for your obedient servant,

JOHN STATZ.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, September 10, 1856.

SIR: I have received your letter, and have delayed answering it until I could, by inquiry and other means, satisfy myself as to the best mode of rendering you assistance. I am still persuaded that it would be of no avail whatever for me officially to request your release, on the ground of your having become an American citizen. But I have come to the conclusion that the most probable way for you to obtain relief is to make an application to the King's favor, and request a remission of the residue of your term of service. This must be done by petition, in writing, to the King; and in this petition you will state your case fully, and all the hardships connected with it, and endeavor to enlist the feelings, as far as possible. If you will prepare such a document and send it to me, I will put it in the proper channel, and give to it all the assistance in my power. I cannot promise that this will be successful, for I know how strictly the military laws here are executed. But I know of no better course to advise. If application should be made to any of the military tribunals, I am sure it would be unavailing. If you should think some other mode would be better, or can suggest anything that may be of advantage, you will please write to me at once and without reserve. My object is to serve you in the best way.

Very respectfully, P. D. VROOM.

Mr. Statz to Mr. Vroom.

COLOGNE, *November* 10, 1856.

SIR: I have received your last letter, but it arrived just at time when we had set out for a field maneuver of some weeks, so I had not the time to read, less still to answer it. Now, having perused its contents, and thought about the only hope and advice you give me, viz: to petition to the King of Prussia's favor for my deliverance, which petition you promised to put into the proper channel, I feel myself very obliged to you for your well-meant intentions and advice; but I regret to say that I cannot act according to it, because I will not acknowledge the lawfulness of the treatment I have undergone, by seeking my deliverance from the favor of the King.

Declining to take the only step you advise, you ought not therefore to suppose me to have given up my hope of deliverance; for, notwithstanding your negative answers, I am not yet convinced of the impropriety of an official intercession in my favor. My opinion about the propriety of such a step has been confirmed by a precedent which has just come to my knowledge, and which I will designate to you. It is the case of Mr. Haro Haring, an adopted citizen of the United States, who, after having left his country *without leave*, and after having been

sentenced "*in contumaciam*" by the governments of Prussia and Austria, *before* he became an American *citizen*, returned to Germany. He came to Hamburg in 1854, where he was arrested, upon a requisition from the aforesaid governments, but, after some days' imprisonment, he was delivered, November 27, 1854, by the intercession of Mr. Bromberg, United States consul at Hamburg, and the legation of the United States at Berlin. If I had ever entertained any doubt about the propriety of intercession in my case, it must have vanished upon the perusal of this case. I therefore again request you, most honored sir, to intercede in my behalf.

Should you, however, answer this request as you have done the others heretofore, even then I shall not be discouraged in my hope of being one day delivered. I expect assistance from my friends in America, among whom are several men of influence, to whom I have applied, after perceiving that I had no cause to expect much from your inclination to intercede in my behalf, and since you have never told me directly if the Secretary of State has sent you any instructions directly applying to my case. I have at last succeeded in finding out the means by which I can make direct application to the government of the United States, and, upon the receipt of your answer, I shall lose no time in doing so. At the same time, since I am willing to spare neither pains or money in order to be delivered, I shall interest the press of America in my behalf.

These latter details I would not have given you, had you not requested me to "write without reserve." I once more request you, sir, to intercede for me. I hope soon, sir, to have occasion to thank you for my deliverance, meanwhile, I remain your very obedient servant,

JOHN STATZ.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, November 29, 1856.

SIR: In your late letter of the 10th instant, you decline any application to the favor of the King, because, as you say, you will not acknowledge the lawfulness of the treatment you have received. I can appreciate your feelings, and am not disposed to find fault with the conclusion to which you have come. I suggested that course to you, as the only one which appeared to be open, and I did it reluctantly, and only because you seemed to think me unwilling to do anything whatever in your behalf.

I regret to find from your letter, that you still think I ought to have demanded your release of the Prussian government, on the ground that you were an American citizen. A brief review of what has taken place in reference to your complaint will show, as I hope, that you do me injustice. In October, 1855, you informed me of your situation; that you left Prussia, your native country, at the age of sixteen years,

and went to the United States, where you remained five and a half years, and having been naturalized as an American citizen, you returned to your former home to arrange some family matters, and at the end of about three months, was arrested and placed in the army. I answered your letter immediately. Guided by my general instructions in similar cases, I did not feel warranted to demand your release; and I therefore informed you that, by the law of this country, you were bound to do military service here, and that this obligation rested upon you before you became a citizen of the United States; that you had returned here voluntarily and placed yourself within the power of the law, and that it would be useless for me to make any appeal in your behalf to this government. I stated to you, further, that all I could do was to send a copy of your letter to the Secretary of State, but had no reason to expect that, under such circumstances, the government of the United States would direct me to interfere. This answer was on the 17th October; on the 23d of the same month, I sent a copy of your complaint to the Secretary of State, and called his attention to it in a dispatch, and also sent a copy of my answer to you.

On the 19th December, 1855, you wrote to me a second time, and stated that you placed your hope on a decision from Washington, and feared I had delayed sending a copy of your former communication to the department. In this letter you undertook to enforce your claim to interference, by alleging that you left Prussia with a regular "passport for one year." I answered, under date of the 5th January, that I had received no instruction from Washington, and if none should be received, I should conclude my course had been approved. I also stated that your case was not strengthened by the fact of your going away with a passport for a year, as the very terms of it implied a promise that you would return at the end of that period. Both these letters were sent to the government on the 8th January.

On the 15th January, you addressed another note to the legation, in which you beg me to designate the probable time when you may safely conclude that the course pursued has been approved by the Secretary of State, and when you may give up all hope for protection from the government of the United States. On the 21st of the same month I answered that I could give no satisfactory information as to the precise time when instructions might be received, but I was sure that if the department thought it advisable to give any special instruction, it would not long be delayed. On the 22d, (the next day,) I wrote to the Secretary of State, advising him of this correspondence, and sending a copy of it, as I promised you I would do.

On the 15th of July you again wrote, wishing to know if I could give a decisive and satisfactory answer whether you were still to expect any instruction, and, if my answer should be decisive and unfavorable to your hopes, and you should be cut off from all hope of my *official* assistance, whether my *personal* influence with the Prussian authorities would not do something for your relief. In my response of the 10th September I stated why I had delayed answering your note, and suggested that an application to the King was the only probable mode of relief. I repeated my persuasion that any demand on my part for your release as an American citizen would be unavailing, as would also be

any application that might be made to the military tribunals. It is true I did not in this answer say whether any instructions had been received from the Secretary of State; but, after what had already passed between us, my silence on that point could not have been misunderstood. Nor did I give a "decisive answer" to your inquiry whether any instruction was still to be expected. I could have said nothing in regard to that different from what had already been stated.

I hope this brief statement of what has passed will prove that I have not been unfaithful to your interests or to the duty I owe to the country I represent. I have acted strictly in accordance with what was believed to be the views of my government. My acts have been made known to it, and, in a case involving the personal liberty of the citizen, I am sure it would not have permitted me to remain under a mistake. Unless otherwise directed, I must continue the course I have hitherto pursued; and you must not conclude that, because I have not seen it my duty to comply with your wishes, that I have been indifferent to your situation. Such a conclusion would be both unjust and unkind. If I had known of any mode in which I could have assisted you officially or personally, consistently with my views of propriety, I would have adopted it; and I will most gladly aid you still, if an opportunity shall present.

In your last letter you refer to the case of Haro Haring, who, as you remark, was arrested at Hamburg and liberated through the interference of Mr. Bromberg, the consul at Hamburg, and of the legation of the United States at Berlin, and, upon the strength of this case, you renew your request to me to interfere. You consider yours to be similar, and calling for the same redress. I regret that in this you are mistaken. Mr. Haring's case is familiar to me. I have before me a letter from Mr. Bromberg, in which he details all the circumstances. From this it appears that Mr. Haring was arrested at Hamburg, not for the violation of the laws of that city, but for the purpose of detaining and delivering him up to some of the German powers, against whose laws it was alleged he had offended. Hamburg, through some of her authorities, claimed the right, as a member of the German Confederation, to arrest him, or at least it was alleged that the German Diet might take offense if he were released. Mr. Bromberg strenuously insisted that, unless Mr. Haring had broken the laws of Hamburg, his arrest and detention were unlawful, and demanded his immediate release. After some hesitation he was discharged. The course of Mr. Bromberg in this matter was highly commendable, and it is due to him to say that the release of Mr. Haring was effected solely by his exertions. The legation at Berlin had no other agency in the matter than to approve his conduct. Unfortunately, your case differs widely from that of Mr. Haring. If you had been arrested in Prussia for the purpose of delivering you over to Austria or Hanover, or some other German State, whose laws you were charged with having broken, your release would have been demanded instantly, and, doubtless, the government here would have yielded to the demand, as was done in Hamburg. But being a native of Prussia, and having left your country and failed to perform your duty according to her laws, you returned voluntarily within her jurisdiction and subjected yourself to the penalty which

those laws prescribed. You will readily see how widely different the two cases are.

You inform me also, in your last letter, that if my answer shall be of a similar character to my former ones, that you will apply directly to the government, as you have found the way in which it may be done. This is your undoubted privilege, and I have not the smallest objection to make against it. I would rather aid you in doing it, and will solicit for your application the most favorable consideration. If I have mistaken my duty, or the views of my government, I shall be most happy to be corrected, and will carefully conform to any direction that may be given me in your behalf.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. Vroom to Mr. Marcy.

[Extract.]

No. 148.] LEGATION OF THE UNITED STATES,
Berlin, January 20, 1857.

SIR: I have had the honor to receive your dispatch No. 37, in which reference is made to the case of Mr. John Statz, now in the Prussian army. After receiving it, I prepared a note for Mr. Statz, informing him of its purport, and I now transmit a copy of the note.

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I have the honor to be, very respectfully, your obedient servant,

P. D. VROOM.

Hon. W. L. MARCY,
Secretary of State.

Mr. Vroom to Mr. Statz.

LEGATION OF THE UNITED STATES,
Berlin, January 19, 1857.

SIR: A copy of my last letter to you, of the date of the 29th November, and a copy of your note to which it was an answer, were forwarded to the Secretary of State on the 2d of December. Within a few days past, I have received a communication from the Secretary, in which he says that my proceedings in your case are approved; and that if any special instructions had been deemed necessary, they would have been given without delay. It is due to myself, as well as to you, that I should inform you of this immediately, and, in doing it, I must again express to you my regret at the situation in which you are unfortunately placed, and at my inability to relieve you.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. STATZ.

Mr. Vroom to Mr. Cass.

[Extract.]

No. 163.] LEGATION OF THE UNITED STATES,
Berlin, July 14, 1857.

SIR: * * * * * * *

Bonifaz Glahn, alleging himself to be a naturalized citizen of the United States, has recently been apprehended at Weisenfels, in the province of Saxony, and subjected to military service as a Prussian subject. In a letter addressed to the legation, dated the 3d instant, but which was not received until the 9th, he complains of this treatment, and asks for relief and protection. He states that he left Prussia in 1849, at the age of fifteen and a half years, and went to the State of Illinois, where he learned a trade, and was about to commence business for himself, but desired first to visit his parents in Germany. Having become naturalized in the United States, and bearing a passport and certificate of citizenship, he returned to his birth-place after an absence of eight years, and was there immediately apprehended and placed in the ranks.

As this case, however unfortunate it may be for Mr. Glahn, differs in no respect from others that have occurred, and in which the government has declined to interfere, I have advised him that I am not authorized to demand his discharge, for reasons which are fully set forth in my answer to his letter, and that he must not therefore expect any relief from the legation.

I stated, however, that I would send a copy of his complaint to the Department of State, but without any expectation that I would be instructed to take any measures in his behalf.

This being the first case of the kind that I have had occasion to present to your notice, I have thought it advisable to refer to it somewhat in detail, in order that the principle adopted and hitherto acted on might be more distinctly brought to the view of the department.

If I had the least hope that any application for a remission of even part of Mr. Glahn's term of service would meet with favor, I should feel encouraged to make one. But knowing, as I well do, the views and feelings of the Prussian government on this whole subject, I am persuaded that an application, made now, would not only be unavailing, but injuriously affect any effort that may be made for his release at a future time.

A copy of the correspondence with Mr. Glahn, and also of my letter first referred to, are herewith transmitted.

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I have the honor to be, most respectfully, your obedient servant,
P. D. VROOM.

Hon. LEWIS CASS,
Secretary of State.

Mr. Glahn to Mr. Vroom.

[Translation.]

WEISENFELS, *July* 3, 1857.

The humble petition of Bonifaz Glahn for his gracious relief from Prussian military service:

HONORABLE MINISTER: In the year 1849, I emigrated, when not more than fifteen and a half years old, and long before, according to the Prussian laws, I was subject to military duty, to America, where I settled in the State of Illinois and learned a trade, and was on the eve of setting up in business. Before, however, I entered upon this, the desire to see my old father and beloved sister induced me to travel to Germany. On the 26th of May, I arrived, as a foreigner, at my old father's and sister's, at my birthplace. Two hours after my arrival at the paternal home, I went to the local authorities to verify before them my passport and certificate of citizenship, but was, on the instant, despite my verifications, despite my citizenship, which my father and a relation offered to prove to the authorities, I was by them arrested like a robber or murderer, and sent to the royal depot at Korbis, from which I was transferred to the major of the Muhlhauser landwehr battalion, who sent me to the military authority at Erfurt, by which last authority, notwithstanding my American citizenship, I was placed in the ranks of the sixth company of the second musketeer battalion of the thirty-first regiment of infantry stationed here at Weisenfels. I must also further humbly remark, that the local authorities of Kolungen, my birthplace, took from me not only my passport, but also my certificate of citizenship, and as yet it is not returned to me. It was my purpose to have passed a few weeks with my relations, and then again to have returned to America and set up business for myself. Now, I see at once the whole scheme of my future happiness destroyed by enlistment in the Prussian military service, which separates me for many years from my most important interests in America, where I acquired property by the sweat of my brow, and was betrothed to an acquaintance whom I may easily lose through many years of absence. As I am already an American citizen, I hold it, therefore, against justice to place me here in military service, and therefore humbly pray your excellency that you will earnestly labor at the royal department of war at Berlin to have me let go. In full confidence that your excellency will take up my case favorably and earnestly, and help me to recover my just rights, I subscribe myself,

Your excellency's most obedient, humble servant,

BONIFAZ GLAHN.

To the Hon. AMERICAN MINISTER AT BERLIN.

Mr. Vroom to Mr. Glahn.

LEGATION OF THE UNITED STATES,
Berlin, July 11, 1857.

SIR: I have received your letter of the 3d from Weisenfels, informing me that you went to America in 1849, when fifteen and a half years old, and have lived in the State of Illinois, where you were about to settle yourself in business; that before doing so, you concluded to make a visit to Germany, and arrived at your native place on the 26th May last, having a passport and certificate of citizenship; that, notwithstanding these, you have been arrested and sent to the military authority at Erfurt, and subsequently placed in the thirty-first infantry regiment at Weisenfels. You apply to me for relief on the ground that you are an American citizen, and as such cannot be subjected to military service in Prussia.

It was very proper for you to give me notice of your situation, and I sincerely regret that it is not in my power to afford you the relief you ask. Being a Prussian by birth, the obligation to perform the military service required by her laws rested upon you as it does upon all Prussian subjects. You left your country without discharging that obligation, and you left it, as I conclude from your statement, without having first obtained leave to emigrate. In so doing, and in being absent at the time military service was required of you, you violated the laws of the country, and made yourself liable to the penalty of such violation. Had you remained in the United States, you would have been safe. The Prussian government could not have interfered with you when visiting any other German kingdom or State except Prussia. The authorities of Prussia could have had no legal claim upon you, and you would have been entitled to the protection of your adopted country. But you have thought proper to return voluntarily to your native land, and place yourself within her jurisdiction and the power of her laws. These laws claim of you the performance of an obligation which rested upon you before you became a citizen, and from this your naturalization does not release you. Under such circumstances, I am not authorized to demand your discharge as a matter of right, and it will be entirely unavailing to ask it as a favor. I would most gladly do anything that I could with propriety to assist you in your unfortunate difficulty. At present there appears to be no way open. I will immediately send a copy of your letter to the Secretary of State, at Washington, but without any expectation that he will direct me to interfere in your behalf.

Very respectfully, your obedient servant,

P. D. VROOM.

Mr. BONIFAZ GLAHN.

Mr. Wright to Mr. Cass.

[Extract.]

No. 2.] LEGATION OF THE UNITED STATES,
Berlin, September 19, 1857.

SIR: * * * * * * *

In consequence of similar cases being presented to this legation, your attention is respectfully called to the case of Bonifaz Glahn, stated in the dispatch of my predecessor No. 163, of the date of July 14, 1857. I shall be pleased to hear from the department in reference to said case.

I have the honor to be, very respectfully, your obedient servant,
JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Mr. Cass.

[Extract.]

No. 39.] UNITED STATES LEGATION,
Berlin, September 21, 1858.

SIR: Having received no response to the cases of Eugene Dullyé and John Henne, the presumption is that the State Department acquiesces in the views taken of these cases by the Prussian authorities. I cannot, therefore, but suggest to our government the propriety of making some radical change in relation to the claims of the Prussian government upon citizens of the United States for military services, as well as providing some remedy for the protection of our citizens who are ordered away from Prussia without notice, trial, &c. It is well known at this very hour, there are United States citizens serving in the Prussian army against their will; others desire to return to the land of their birth, which they left in infancy; some to settle up their estates; some to see their aged parents; others, in the language of John Henne, "to weep over the grave of his father." Yet all this is refused under the present ministry. Had this occurred with our Irish emigrants under the English government, it may be well said that we would have found a remedy. Why not find one with Prussia? The cases presented are numerous, and must, in the nature of things, increase. Cannot an appeal be presented from our government, asking at least for some exceptions to this rule? May not the infant from Prussia, raised under our flag from childhood to three score and ten, return to his native land, see his relatives, settle up his business; and may not the American citizen, settled in business in Prussia under existing treaties, claim the right to be tried by the Prussian courts before he is ordered out of the country? In short, may not our government at once recognize the importance of vindicating the inviolability of the United States citizen in Germany, and take some prompt and decisive steps to bring this subject before the Prince of Prussia?

Believing that something may be accomplished, and that the auspicious moment will be at the time of the ushering in of the Prince of Prussia, as he has shown already some clear indications favorably recognizing the rights of the citizen, I await the views of the government, with the firm belief that some protection and aid may be attained at this time for this large class of our adopted and worthy citizens.

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I have the honor to be, most respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State, Washington City.

Mr. Wright to Mr. Cass.

[Extract.]

No. 40.] LEGATION OF THE UNITED STATES,
Berlin, September 28, 1858.

SIR: * * * * May we not ask successfully, under the new order of things, for some change in the treatment of our adopted citizens who return to Prussia, particularly those who left in infancy? Is there not reason to hope that we may at least expect some exceptions to the present rigorous rule?

The department has before it the cases of John Henne and Eugene Dullyé.

Among the numerous cases presented to the undersigned is the one of Captain Paul Borner, who was shipwrecked on the coast of Africa and returned to New York, his adopted home, enfeebled and sick. He was advised by his physicians to return to the land of his birth, Breslau, in Prussia, where his parents reside. After three months rest and kind treatment there, his health was restored. When he sought to leave for his adopted home, however, the authorities there gave him to understand that his military duty in Prussia must be discharged.

It is said that, at this time, there is a person serving in the Prussian army against his will who was one of our soldiers in the war with Mexico, and who is a citizen of the United States.

No American consul or minister can shield from impressment a United States citizen who has the misfortune to be born in Prussia. Is it possible that there is no remedy for this state of things? My opinion is, that if a decided and firm stand be taken by our government, during the present peculiar position of affairs in Prussia, it will lead to good results. It is certainly worthy of a trial, and my energies and time shall be devoted to furthering the work.

I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Mr. Cass.

[Extract.]

No. 45.] LEGATION OF THE UNITED STATES,
Berlin, November 2, 1858.

SIR: * * * * * * * *

Almost every week, to my knowledge, citizens of the United States who return to Prussia are either placed in the army or are compelled to avoid the same by leaving the country. This morning, two young men, Marcus Collman and Otto Rhein, who went to the United States when fifteen and seventeen years of age, called upon me with American passports—one of them being the only son of a widow. I said to these young men that I could not encourage them to remain in Prussia one hour, with any assurance that I could afford them aid if they were once within the power of the police of this country. The parents of Collman are aged and infirm, and he has been absent for some years past from Prussia; but, like a true son, he is determined to see his father and mother, and if he is arrested by the police, I will afford him all the aid and protection within my power.

May I not hope that these cases will urge the department to find some relief under the administration of the Prince of Prussia?

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I have the honor to be, very respectfully, your obedient servant,
JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 50.] LEGATION OF THE UNITED STATES,
Berlin, December 4, 1858.

SIR: * * * * * * * *

Herewith is a copy of a report by the "royal public attorney," at Stralsund, Prussia, in reference to those who neglect their military duty before leaving Prussia, &c. By reference to my dispatch No. 32, dated August 27, 1858, the department will see the full object of these proceedings, and the manner by which the Prussian authorities punish the estates of the heirs who are out of the country.

You will learn, by reference to the case of John Henne, that, notwithstanding the payment of the fine by his mother, he was refused admittance into Prussia by the late minister of foreign affairs. Though such proceedings are reprehensible, they are not so severe as the present avowed rule, which is, to require from a father, with sons under age, on his way to the United States, a declaration, placed in his Prussian passport, that the sons, when of age, are to fulfill their military duty.

We cannot countenance this doctrine of the right of a parent to make prospective obligations for his minor children. No parent has the right to bind his son to perform such duties. The obligation is of no force, and should be treated as such. I await the views of the department upon these questions.

I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

[Translation.]

Inquiry by the "Royal Public Attorney," at Stralsund, Prussia, October 14, 1858.

1. The tanner, Henry Robert Plettner, of Stralsund.
2. The seaman, John C. H. Schiffman, of Stralsund.
3. The seaman, John Joach Fred. Witt, of Damgarten.
4. The seaman, Anton Hans Fred. Dübb, of Damgarten.
5. The weaver, John Chris. Theodore Galitz, of Papenhagen.
6. The seaman, Charles Peter Ebert, of Zingst.

Note.—Nos. 1 to 6 were born in the year 1828, in Prussia.

7. The seaman, Ernst Brassen, of Bisdorf.
8. The shoemaker, John Lewis Ulrich Lustig, of Stralsund.
9. The seaman, Rudolph William Adolf Borman, of Stralsund.
11. The seaman, John Henry Kraefft, of Prerow.

Note.—Nos. 7 to 11 were born in the year 1829, in Prussia.

12. The seaman, Charles Ernst Wilde, of Cummerow.
13. The goldsmith, John Burmeister, of Stralsund.
14. The seaman, Charles Chr. Bründler, of Stralsund.
15. The shoemaker, Henry G. Groth, of Stralsund.
16. The seaman, John Charles Grey, of Stralsund.
17. The seaman, John Fred. Schutt, of Bartelshagen.
18. The seaman, Charles Hermann Schutt, of Born.
19. The seaman, Hans Nich. Vierow, of Damgarten.
20. The seaman, Gus. Henry Gottschalk, of Fuhlendorf.
21. The seaman, Joachim Peter Utech, of Prerow.
22. The seaman, John Henry Mierke, of Zingst.
23. The sailor, John Daniel Schutt, of Zingst.

Note.—Nos. 12 to 23 were born in Prussia, A. D. 1830.

These have left the kingdom without permission, in order to avoid the performance of their military duty.

The late quartermaster, William Haase, of the second class of landwehr, of Stralsund.

The sub-officer of the second class of landwehr, of Stralsund, John Ehrbecker.

The soldier of the second class of landwehr, Gundlach, of Starkow.

These landwehrmen had leave of absence temporarily, but they emigrated in 1857 without permission.

All those persons herein named are summoned to appear at midday

on the 21st of February, 1859, before this court, (royal,) first section and to bring with them all evidence which can serve for their defense

Against those who do not appear the sentence of disobedience wil be passed.

ROYAL DISTRICT COURT, FIRST SECTION,
Stralsund, October 14, 1858.

Mr. Cass to Mr. Wright.

No. 14.] DEPARTMENT OF STATE,
Washington, December 10, 1858.

SIR: Your several dispatches concerning the cases of Eugene Dully and of John Henne, and also conveying your views respecting th condition of American citizens, natives of Prussia, returning to tha country, have been under consideration of the department.

Cases have heretofore occurred, and have been brought before thi government for its action, which involved the question of the powe of European governments over their returned subjects, who had ac quired the character of American citizens, and the views of the Unite States upon some of the points were made known in dispatches fro Mr. Webster and Mr. Everett. A copy of the communication of M Everett will be found in the archives of your legation; and they mu also contain the views of Mr. Wheaton, arising out of a case, in whic application was made for his official aid, while he was minister at Be lin. In these several communications it is admitted, indeed, it cann well be contested, that obligations may be imposed by the law, an actually existing at the time of expatriation, which are not cancele by naturalization, but which may be enforced against the party in th event of his return.

There are serious practical difficulties connected with this whol subject, which the government is very desirous entirely to remove, an if that cannot be effected, to render less annoying and unacceptabl Some of these are indicated in your correspondence, and they exhib pretensions on the part of Prussia so contrary to our notions of polit cal rights, that they are calculated to excite strong feelings of disa probation in this country, as well as much sympathy for those wh have suffered by their enforcement. If it depended upon this gover ment alone, adequate protection would soon be provided against the acts of hardship. But in dealing with foreign governments, our fir duty is to ascertain our rights, and after being satisfied upon th subject, then it becomes us to maintain and enforce them, and especiall when they concern the personal security of our citizens, whether nativ born or naturalized. And even where we are not entitled to make peremptory demand, we may be justified in appealing to the sense justice and the friendly feelings of another power for a change measures which press with undue severity upon our citizens.

It was the case of Eugene Dullyé—who was charged with havin disturbed the proceedings at a public banquet, by hissing when a toa

was given to the King's health—which first occasioned your interposition with the Prussian government; and you appear surprised that you did not receive the views of this government concerning the position taken by you immediately after you had reported the circumstances. Upon this subject, it is proper to inform you that your report of this case, and copies of your correspondence with the Prussian minister of foreign affairs, were received at this department on the 16th of February last. The note of Baron Manteuffel evinced no disposition on the part of the Prussian government to make any change in the decision of Mr. Dullyé's case, nor to recognize the principles you contended for; and the spirit manifested did not indicate that the time was favorable for urging those modifications in the Prussian system which circumstances called for. Repeated conversations with the Prussian minister here confirmed this impression. The last note of Baron Manteuffel, dated January 12, 1858, was a positive denial of the existence of any just claim in this case upon the Prussian government, and a distinct avowal that no action in favor of Mr. Dullyé would take place. This position was so decided, that you considered any further efforts on your part useless, and therefore you referred the matter to your government and awaited its instructions.

The first consideration which presented itself was, whether the application to the Prussian government was an appeal to its justice, in which the treaty rights of the United States were involved, or an appeal to its comity, conveying the views of a friendly power in a matter in which it felt an interest. On a careful consideration of the case, I felt myself compelled to differ from you in opinion, and became satisfied that, as a matter of right, Prussia could not be required to reverse the proceedings against Mr. Dullyé. Had the conclusion been otherwise, you would have been instructed to present the firmest representations to the Prussian government against its action, and to make a peremptory demand for redress. Not being entitled, therefore, to urge this case as a violation of a treaty stipulation, the government felt unwilling to invoke the favorable action of the Prussian government at that time, in the face of the manifestation of its indisposition to make any such change as we desire in its established policy. The subject had been presented by you with much force, and little could be added to the considerations you had urged showing the hardship of such cases.

With respect to the question of right involved in the proceedings against Mr. Dullyé I have to observe, that it is connected with certain general principles of administration which require a brief notice. Every independent state has the right to regulate its internal concerns in its own way, taking care to avoid giving just cause of offense to other nations. In almost all the European states there are police and administrative powers exercised by the governments, which enable them to exert a very arbitrary authority over residents, whether natives or foreigners. When our citizens enter those countries, they enter them subject to the operation of the laws, however arbitrary these may be, and responsible for any violation of them. Our treaty with Prussia recognizes this obligation, and provides that the inhabitants of each of the said countries shall be at liberty to reside in the territories of the other party, and shall enjoy the same security and protection as

natives, "on condition of their submitting to the laws and ordinances there prevailing."

The Prussian secretary of foreign affairs, in answer to your representations, informed you that Mr. Dullyé committed an act which, by the laws of Prussia, subjects him to the jurisdiction of the administrative authority, with power to order him out of the country. Baron Manteuffel, as you remark, stated that Mr. Dullyé had not been accused of an act which the law makes a crime or offense. I do not understand with you, however, that this admission concedes that Mr. Dullyé had [not] offended against the laws of Prussia, but that the act with which he was charged does not constitute a crime or offense cognizable by the judicial tribunals, whose proceedings are public, but that it was a violation of public order, for which he was responsible to the administrative tribunals to whose proceedings publicity is not given. I do not perceive that you call in question these principles of Prussian law, either with regard to their prohibitions or administration. The Prussian law being thus laid down authoritatively, this government has no right, especially in the absence of all other information, to doubt the accuracy of the statement. It must consider that point established.

With respect to the application of the law to the facts, in the exercise of the power of the administrative tribunal, I have no hesitation in saying that the considerations you present strongly incline me to believe that Mr. Dullyé was an injured man, and was not guilty of the conduct which was so severely visited. But his guilt or innocence was a subject for the determination of the Prussian authorities, necessarily resulting from the jurisdiction conferred upon them. It appears by the statement of Baron Manteuffel, that the Prussian government investigated this subject with a good deal of care, and became convinced that Mr. Dullyé had rendered himself obnoxious to the administration of the law.

In your dispatch of August 7, which was received here on the 28th, you present the case of John Henne, and again call the attention of the department to that of Dullyé, and it appears by your dispatch of September 21 following, which reached here October 11, that you had then expected the reception of the views formed here respecting those cases. Such an expectation was hardly compatible with these dates, even had there been no obstacle to prevent an immediate reply from the department sustaining you in your views, as you desired. Such an obstacle however, did exist. You had asked of the ministers of foreign affairs that Mr. Henne, born a Prussian subject, but become an American citizen, should be permitted to return to Prussia to revisit his friends and relatives. To this the Prussian minister answered that he had consulted two of his colleagues of the cabinet, whose administrative duties embraced this application, and they reported that Mr. Henne was a "*refractaire*," a person owing military service, and not having performed it, and that it was an established principle that no person in that situation should be permitted to return to Prussia without being compelled to fulfill his military obligation. You correctly remark that this decision is in accordance with the views previously held by the Prussian government, and which have not been

contested by the United States. If Mr. Henne actually owed an existing service at the time he left Prussia, from which duty he had not been absolved, it was hardly to be expected that the government would adopt a principle of action which would free him from the consequences of an obligation already commenced.

You informed me a short time since that the expected inauguration of a regency in Prussia would probably afford a favorable opportunity to bring this subject of the condition of our citizens in that country to the attention of the government, with the hope that modifications in the present police and administrative systems might be assented to, which would remove some of the inconveniences now complained of. That event, which has already taken place, may render it expedient to submit to the consideration of the present government the desire of the United States that some changes may be introduced into the Prussian administration which will meliorate the condition of our citizens. Upon this subject, I shall communicate further with you after the receipt of your answer to this dispatch. In one of your communications you state, that some of our citizens are serving against their will in the Prussian army, but you omit to mention the circumstances of this compulsory service. I am not, therefore, able to form a judgment whether the course of the Prussian government in this respect gives just cause of offense to the United States. Cases may occur in which such service may be claimed and enforced without any violation of our rights, as when it is the consequence of obligations, legally imposed and existing at the time of emigration. Under such circumstances, an emigrant by becoming an American citizen does not free himself from preëxisting liabilities in the event of his return. I have the same difficulty in forming a judgment upon the case of Captain Paul Bonner, reported in your letter of September 25, 1858, because the facts are not stated, and I have no means of ascertaining what were the reasons which induced the Prussian authorities to give him notice not to leave the country until his military duties were discharged. I should feel obliged by your transmitting me a statement of the facts in all these cases, that we may be able to judge whether the interposition of the government is called for by the violation of obligations which Prussia has contracted with the United States. I desire, also, to know whether the notice to Captain Bonner has been followed by any coercive act compelling his service.

The Constitution of the United States, with one exception, makes no difference between a native-born and a naturalized citizen, nor does the government recognize any difference between them in the treaties into which it enters. Obligations of the nature adverted to may create liabilities on the return of Prussian-born subjects, but we have a right to expect that these will be enforced with as little individual injury as may be consistent with a just system of administration, and especially as the doctrine of inalienable allegiance has been abandoned by Prussia, and therefore this general subject cannot be embarrassed by any question arising out of that pretension.

I regret to see in Baron Manteuffel's note to you of November 9, 1857, a disposition unfavorable to the return, under any circumstances, of Prussian emigrants, who have been naturalized in the United

States. Though no intention is avowed to exclude them, such a feeling on the part of the Prussian authorities may render their residence in Prussia very unpleasant, as well as useless for purposes of business, if not, indeed, liable to still graver objections. Even where a government is not restricted by treaty engagements, it is still a harsh measure to exclude the naturalized emigrant from his native country, or to subject him to penalties in the event of his return, even for a brief period, or when yielding to imperative circumstances. Business, anxiety to see near and valued relatives, a natural desire to visit the land of their birth—these and other motives, laudable in themselves, may well induce this class of our citizens to return to their native countries. It is difficult to perceive what national objection can exist to the gratification of such feelings. Surely no danger can be apprehended to the public peace, for the governments possess ample power for its preservation, even if there were a disposition, a very improbable supposition, on the part of these few individuals to disturb the tranquillity of the country. These remarks are not made in defense of the right of naturalized citizens of the United States, natives of Prussia, to revisit and reside there—that right is secured by treaty—but this government relies upon the justice and friendship of that of Prussia not to permit any unfavorable impression respecting these returned naturalized citizens to work them injury. Your views upon the general subject are accompanied by the remark, that if our naturalized citizens of Irish birth had causes of complaint against the British government similar to those which the same class of Prussian emigrants have against theirs, a remedy would be found; and you ask, significantly, why not find a remedy in the latter case? I am constrained to believe that this remark, which has been read by the President with regret, was made without due consideration. To find a remedy for cases of hardship is precisely what you have been striving to do, and what the government is anxious to accomplish. Where there are violations of our rights, either international or conventional, the United States will not hesitate to use all proper means to secure a remedy. But there are many cases of hardship in which no such rights are violated, and here our appeal must be made to the justice and good feeling of the proper government; and when they occur in Prussia, of course, to the Prussian government.

The government of the United States is not influenced in the treatment of our naturalized citizens, or in the protection it affords them, by any considerations growing out of their respective places of birth, and I am at a loss to understand why you should have thought it necessary to intimate a different opinion.

In looking into this subject, I feel the want of an accurate knowledge of the Prussian law respecting service in the army. Almost all the complaints which have reached the government from naturalized citizens in Prussia have originated in demands arising out of the system of compulsory service. The process by which the necessary supply of men is provided for the military establishments of continental Europe is contrary to our ideas of personal right, but we have no right to ask that it be changed, and made to accommodate itself to our standard. If it affect our citizens injuriously, it may fairly be

made the subject of friendly representation. According to the Prussian system, which has some peculiar features, the whole population is compelled to serve in succession in the army. You will oblige me by communicating to me all the details connected with this branch of the Prussian administration, which may be useful in forming a judgment of its operation upon our returned citizens; and especially at what time the military service actually commences, and at what age persons are considered liable to be enrolled, or so connected with the service that the obligation cannot be dissolved, without the action of the government.

In addition, I shall be pleased to learn any other features of this scheme of policy which may exhibit its bearing upon our citizens.

It is understood that a document is issued by the authority of the Prussian government to all its subjects desirous of leaving the country, with a view to establish themselves elsewhere, called a certificate of emigration, which exonerates such persons from the penalties arising out of their liability to serve in the army, should they return to Prussia. If such a certificate is fairly issued, as a matter of course upon application, and with reasonable fees only to the proper officers making out the papers, and if its legal effect be to remove the obligation which would otherwise exist, I can conceive no just reason why any person not ignorant of his ability to obtain such a protection should leave Prussia without providing himself with it. I am desirous of learning the provisions of the Prussian law in this respect. How are these certificates granted, and how far do they remove existing or contingent liabilities? Are they granted to persons of tender age upon application made for them, or how are such persons considered by the law? It may happen, that by some accident or misconception, a person may leave Prussia without this muniment of safety; but unless so prevented such emigrant is inconsiderate in his departure, and still more inconsiderate in his return.

Information upon the above points is indispensable to the formation of a correct judgment upon the true condition of our returned citizens in Prussia, and of the proceedings and views of that country. As soon as it is received the whole subject will be fully considered. We shall then be better enabled to judge what causes of complaint fairly exist, and what modifications we ought to ask of the Prussian government. There is one position you have taken which I entirely approve, and that is that the evidence upon which a decision is given against an American naturalized citizen should be communicated to the minister of the United States upon his application. Involving as it must the treaty stipulations between the two countries, it is a demand which ought not to be contested. I shall, however, again advert to this topic when your report reaches here, and furnish you with the views of the government respecting it, as well as those it may be enabled to form from the information received concerning the measures it may be proper to adopt.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq.,
&c., &c., &c., Berlin.

Mr. Wright to Mr. Cass.

No. 56.] LEGATION OF THE UNITED STATES,
Berlin, January 18, 1859.

SIR: I have the honor to forward herewith copies of a correspondence with the minister of foreign affairs on the subject of the military service in Prussia, as suggested in your dispatch No. 14, dated December 10, 1858.

I endeavored, in my communication to the minister, to embrace the points alluded to in your dispatch No. 14, and, though his answer does not embody them all as satisfactorily as might be desired, I hasten to forward it to the department.

In presenting, heretofore, the case of Eugene Dullyé, in addition to the desire to seek relief in his case, I hoped to induce some change in the police regulations of Prussia, in their operation upon our naturalized citizens. Hence my language: "I beg leave to submit whether some action should not be taken by our government which may result in a change in this respect." The charge against Mr. Dullyé may be in itself "no crime or offense," to employ the language of the late minister of foreign affairs; but the removal, in this summary manner, without notice or trial, of an American citizen engaged in active business, under our present treaty stipulations with Prussia, surely involves in its operation and effect a charge which is most serious in its consequences. In the case of Eugene Dullyé, it was quite impossible to present the department with all the details of the charge and prosecution; yet the facts communicated showed, in the language of your last dispatch, "that Mr. Dullyé is an injured man, and not guilty of the conduct which was so severely visited."

The department will readily perceive, from the language of the former minister of foreign affairs relative to citizens of the United States returned to Prussia, so forcibly answered in your last dispatch, what will be the practical working of such views upon our citizens who are returned to Prussia.

I beg leave to submit to the department whether an arrangement by treaty stipulations, that American citizens residing in Prussia shall not be ordered out of the country without notice or trial, is asking too much of a government like this, united so closely by intercourse and increasing commerce to our own.

My object in communicating the case of John Henne was to present to the department the two questions which had arisen. I used the following language in my dispatch dated August 7, 1858: "Mr. Henne states that when seventeen years of age he left Prussia, the land of his birth, in company with his uncle, for the United States." Thus Mr. Henne left before he was subject to military duty.

It is very seldom that a citizen of the United States, who has received a permit of emigration from Prussia, desires to return. Those receiving permits of emigration, who are of age, take with them their families and relatives. Those under age embraced in these permits of *emigration, when* they reach adult age in our country, find their kin-

dred and friends around them. Hence, the great majority of those returning to Prussia belong to a different class from either of these.

The department will observe the requirements of the Prussian law, "who leaves Prussia without permission and avoids thereby the service in the active army or the landwehr, incurs a fine of fifty to one thousand thalers, and the payment of the fine, or the imprisonment, does not dispense with the obligation to discharge the military duty."

I have endeavored, after the fullest consultation with the consuls at Bremen, Hamburg, and Stettin, to arrive at some satisfactory data as to the number of Germans annually returning to this country from the United States. I have embraced in my inquiries all who were born in the Zollverein States, their age when they left, &c. I have ascertained from these investigations that not less than ten thousand Germans return annually, more than one third of whom left before incurring any liability for military duty, and not one in ten of these minors have taken with them a permit of emigration. Another class must not be omitted, viz: those who left the country ignorant of their duty, and who believe that an American passport will protect them from their neglect of duty in not obtaining a permit of emigration, and against all the demands of any foreign government. It will be observed that the mere fact of not obtaining a permit of emigration is, of itself, such a violation of the Prussian code as to bring the offender under the penalty of the law. Prussia keeps a register of the birth of every child born within its limits; and no government takes more pains, and is more accurate with all its statistical tables. Hence, were forwarded with my dispatch, No. 50, a list and a memorandum concerning those against whom sentence will be pronounced for neglect of duty, "because they did not appear at a certain time before the recruiting committee in order to be examined as to their fitness to do duty." The proper officer has only to examine the register of births, and from this he makes out his report of the list of delinquents. Although an individual may have been for ten years previous to his twentieth year residing in the United States, yet, if not protected by a permit of emigration, on his return to Prussia, he is liable to the sentence of the law; and if he can be found at any time, imprisonment is his doom, and service in the army, against his will, his certain reward. I do not believe that Prussia succeeds in one case in twenty in placing in its army our returned citizens. It is a pretension of but little value to them, while to us it is most unacceptable and annoying.

The department had, doubtless, my dispatch, No. 45, upon the 10th of December. The young men therein named, Marcus Collman, residing in Detroit, and Otto S. Rhein, residing in New York, the latter the son of a widow of this city, left Prussia without permits, neither of them being liable to military duty at the time of their emigration. Rhein remained six weeks in Berlin, in seclusion, with his mother; but Collman did not venture to tarry but one night with his aged parents. Both of them succeeded in returning to their adopted homes in America.

In communicating to me the correspondence in reference to the young man who desired to return to Oldenburg, a copy of which is herewith attached, the consul at Bremen uses the following forcible language: "I

could present you with numerous instances in which the hardships of the existing laws in relation to military duty, as applied to those who left this country under age, have come under my own observation. Indeed, it is the rule, and not the exception, that when the poor wanderer, covered by the broad ægis of our country's nationality, arrives within the limits of my consulate, I am forced to tell him thus far you can go, but no further. He may be almost within sight of the house of his father, or the white tomb of his mother's grave; yet all around my consular district, he is hemmed in by the bayonets and police of foreign powers, who jealously exclude him from the blessed privilege of meeting with his long absent friends, around the hearthstone of his boyhood's home." Again: "In at least three out of five cases, persons residing in other States are obliged to come within the limits of my consulate to see their children or brothers."

In answer to the inquiry about those serving in the army against their will, I would refer the department to the case of John Statzer or Statz, mentioned in detail by my predecessor in his dispatch, No. 144, dated December 2, 1856. It seems that Statz left Prussia, the land of his birth, when sixteen years of age, was placed in its army on his return, against his will, and as far as I am advised, is still discharging military duty.

I am not advised as to the result of the case of Captain Paul Bonner.

The department will perceive that the reply of the minister of foreign affairs does not meet the question as to the course of proceedings taken against those who leave Prussia under age, without having performed their military duty. In a conversation with said minister, on the 3d day of December last, I understood him to say that obligations were taken from the parent leaving the country for the performance of this duty. It seems, however, that I misunderstood him. I have since had an interview with him, expressly upon this subject, and he informs me that "the government seldom gives permits of emigration, where the sons are nearly of age at the time of the application, and never when they believe the object in view is to avoid this duty; but that it may in some cases make such a stipulation." This report will account for what I stated in my dispatch, No. 50, dated December 4, 1858.

The Prussian army consists of three divisions:

1. The standing army, numbering about one hundred and twenty-five thousand.

2. The landwehr. This consists of two parts: the first levy includes all the serviceable men from twenty-five to thirty-two, and the second levy is composed of all the fighting men between thirty-two and forty.

3. The landsturm. This is composed of all men capable of bearing arms who are from seventeen to fifty, and who are neither in the standing army nor in the landwehr.

The government of Prussia is peculiarly a military one, and while we have no right to ask for a change in this respect, or seek to have her accommodate herself to our standard, still, with all due respect, I would submit the question, whether we have not the right to deny at *least all retrospective* obligations, and to demand the suspension of *judicial proceedings* against those who left this country during minority?

I not only witness cases of great hardship, but hear of others well calculated to excite any citizen of our country. In my communication upon this subject, I have been surprised, not at the action of the department, but at the fact that so little has been done by our representatives abroad to bring this subject properly before the department.

The number of Germans returning to their fatherland is constantly increasing; therefore, whatever course is finally settled upon in this matter for the future by Prussia, will be adopted by all the States of the Zollverein.

I suggest to the department the propriety of presenting the following points for the consideration of the Prussian government:

1. The abandonment of the claim of military duty upon all American citizens returning to Prussia, who left this country before the liability accrued.

2. No proceedings to be taken against absent Prussians, residing in the United States, who left before they were of a certain age, say twenty.

3. Some additional restrictions giving American citizens, residing in Prussia, the right of trial in a Prussian court, before enforcing their expulsion.

4. The right to copies of all papers in either of the departments of Prussia, in any way affecting an American citizen.

Prussia is surrounded by free cities and small governments, and her railroad facilities are great; therefore, the young and adventurous Prussians who leave for our happy country have but little trouble in making their way thither. These are the most numerous class who, in riper years, return to the land of their birth. One says, "to weep over the grave of his father," another "to see an aged mother," and another "on business connected with his father's estate."

The United States is not a party to the arrangements by which the sovereigns of Europe claim to hold these subjects in perpetual bondage, and by which they deny to them the right to choose and select for themselves a new home and free institutions. If these subjects, in pursuit of their undoubted rights, choose our free country as their home, conform to its laws, are nurtured and raised under our institutions, perfect their citizenship, and are admitted to a perfect equality with the native citizen, it would seem to be our part of the contract to defend them while abroad; at least those against whom no liability had accrued when they left the land of their birth.

I have great confidence that our government will be able to devise means of a pacific but firm character, which will remove these unjust and inhuman restrictions.

If I have been mistaken in my views of what is right or what is expedient, it will be my pleasure to conform to those of the department, and to coöperate with it in doing all I can to relieve this numerous class of our adopted citizens.

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I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Baron Schleinitz.

LEGATION OF THE UNITED STATES,
Berlin, December 31, 1858.

The undersigned would be pleased to receive from your excellency some accurate information respecting the military service in the Prussian army, embracing all the details which may be useful in forming a correct opinion of its operation upon citizens of the United States who were born in Prussia; and especially upon the following points: At what time does the military service actually commence, and at what age are persons liable to be enrolled, or so connected with the service, that the obligation cannot be dissolved without the action of the government? I should be pleased to receive any other information which shall disclose the principal features of the Prussian military system which affect citizens of the United States.

Your excellency will please furnish me, also, with a copy of the document issued to subjects leaving Prussia called a "certificate of emigration." I allude to those certificates which exonerate persons from the penalties arising out of their liability to serve in the army, should they return to Prussia. I hope to learn from your excellency, also, how these certificates are granted, and how far they remove existing or contingent liabilities; and whether they are granted to persons of tender age upon application being made for them; or how are such persons considered by the law. I inclose your excellency a list of the persons against whom notice has been issued for neglect of military duty.

I beg to be informed if such proceedings are taken against all persons who have left Prussia without performing their military duty, without regard being had to their age at the time of removal.

The undersigned would be pleased to receive from your excellency, at as early a day as may be found convenient, information upon these subjects.

I pray your excellency to receive herewith the assurance of my highest consideration.

J. A. WRIGHT.

His Excellency BARON DE SCHLEINITZ,
Minister of Foreign Affairs, &c., &c., &c.

[Translation.]

BERLIN, *January* 6, 1859.

SIR: In your letter of 31st of last month you expressed a desire to obtain some information about the military service of Prussia.

After causing such information to be collected, I have had it condensed in the memorandum which I have the honor, sir, to transmit to you herewith.

In returning to you, at the same time, the citation which was annexed to your letter, I seize the occasion to offer to you, sir, the assurance of my high consideration.

SCHLEINITZ.

Mr. WRIGHT,
Envoy Extraordinary and Minister Plenipotentiary, &c., &c.

Memorandum.

[Translation.]

By the terms of section 1 of the law of 3d September, 1814, (collection of laws for the year 1814, p. 79,) every Prussian subject who has attained the age of twenty full years is obliged to serve in the army.

In consequence, in each year all the young men of that age must present themselves at a certain time before the military commission of the circle in which they are domiciled, to be examined as to their fitness to render service, and designated, the case happening, to the detachment in which they are to be incorporated.

This obligation to present themselves for service is not extinguished by time. Whoever does not appear at the point indicated, is held to serve at a more advanced age; and if he can be got hold of, is enrolled under the flag before any other.

Service in the army, in active employ, lasts three years.—(Section 6 of the law above-mentioned.)

During the two years following, the soldier is dismissed on leave, and belongs to the reserve; thenceforward he is not called into service until a war, or an increase of the active force requires it.

After the expiration of these two years, the soldier passes for seven years into the first levy of landwehr, (land-guard,) which, in time of peace, musters only annually for some weeks of drill.

These seven years completed, the soldier becomes a member for seven years longer of the second levy of the landwehr, which is only called out in time of war.

Whoever evades the duties of the landwehr is obliged to take part therein at a later time, and his more advanced age does not exempt him from such call.

Emigration is not permitted, except with express leave from the government. This permission cannot be granted to males between seventeen and twenty-five years of age, unless they produce a certificate from the commission for recruiting the army, testifying that they do not propose to expatriate themselves for the sole purpose of evading their military obligations.—(Section 17 of the law of 31st of December, 1842, on the mode in which the quality of subject of Prussia is acquired and lost. Bulletin of the laws of the year 1843, p. 15, *et seq.*)

This certificate serves also as a guide when it is required to determine if there is reason to grant to minors authority to emigrate with their parents.

Soldiers belonging to the army in active service, or to the reserve, do not obtain leave to expatriate themselves until they have been dismissed.

On the other hand, the service in the first or second levy of the landwehr does not prevent the person who may still be subject to such service from disengaging himself from the ties which bind him to his native land; one exception alone is made to this regulation, which is when the landwehr is called into active service.

Whoever leaves Prussia without permission, and thereby evades service either in the army, in active service, or the landwehr, incurs a penalty of 50 to 1,000 crowns, or incurs an imprisonment of one month to one year.—(§ 110 of the penal code of April 14, 1851.)

But the payment of the penalty or the infliction of the punishment of imprisonment does not dispense with the obligation to render the military service. This obligation continues the rather until he who may have neglected his duty discharges it completely.

Proceedings are taken against such persons the moment it is perceived that they are unlawfully absent, and without regard to the age they may meantime have attained.

The permission to emigrate, of which a formula is annexed to this memorandum, puts an end to the quality of Prussian subject, (§ 20 of the law of December 31, 1842,) and whoever has obtained it is no longer under any obligation to serve in the army. Unless there be a formal exception, this permission embraces also the wife of the individual to whom it has been granted, as well as the minor children who are still subject to the paternal authority.

BERLIN, *January* 6, 1859.

Form.

[Translation.]

The undersigned royal government certifies hereby that a permit of emigration has been granted to, [name, profession, residence,] at his request, and for his emigration to ——— with his wife, formerly Miss ———, and the following minor children, still being under the authority of the father:

[Name and time of their birth.]

This permit of emigration causes the loss of the quality of Prussian subject from the date of its delivery, only, however, for those persons expressly named therein.

The day of —— ——.

ROYAL PRUSSIAN GOVERNMENT.

[SEAL.]

Mr. Diller to Mr. Thyen.

CONSULATE OF THE UNITED STATES,
Bremen, May 7, 1858.

DEAR SIR: Can a person who left Oldenburg before he was fifteen years of age, and before 1849, return on a visit of one month to said dukedom, if he is a citizen of the United States? Is there a law of Oldenburg that the only son of a widow is exempt from military service? If such is the law, or if it is not, can such a son get permission from the Grand Duke to visit his mother for a month or six weeks?

Excuse me for troubling you, and accept assurances of esteem from yours, very truly,

ISAAC B. DILLER,
United States Consul at Bremen.

O. THYEN, Esq., *Consul for Oldenburg.*

Mr. Thyen to Mr. Diller.

BREMEN, *June* 15, 1858.

SIR: You are aware that, on the 7th ultimo, in consequence of your note of the same date, I immediately requested the Oldenburg ministry to give me information on the subject of your inquiry; to which I have at last, to-day, received an answer, of which the inclosed is a copy. I am sorry not to have been able to give it sooner.

Begging you to accept the assurances of my regard, I am, sir, your most obedient servant,

O. THYEN,
Consul for Oldenburg.

ISAAC B. DILLER, Esq.,
United States Consul.

[Translation.]

MINISTRY OF STATE OF THE GRAND DUKE OF OLDENBURG,
Oldenburg, June 11, 1858.

In answer to the inquiry of the United States consul, dated the 7th of May, as well as to his other interrogatories in respect to the laws of this country upon "military duty" and "emigration," the ministry, observing at the same time that, in the absence of official relations between the said consul and the government of the Grand Dukedom, and between Consul Thyen, respectively, the communication can only be regarded as a private one, reply as follows:

1. That an Oldenburg subject, even if he have left his native country before his fifteenth year, not only does not, by that circumstance, lose

his quality of subject, but remains bound to perform his military duty as such subject, and cannot, of himself, escape this obligation by becoming a citizen of the United States. For such an abandonment of duty, he is liable to be visited by the penalties of the law; and if he, or a part of his property, can be laid hold of, legal proceedings must be instituted against him. There is, however, nothing to prevent his return to this country; and a summary arrest will be dispensed with, in case he receive "free escort" from his Royal Highness the Grand Duke, or give satisfactory security that he will hold himself ready, at all times, to meet the requirements of the law.

2. According to existing laws, the only son of a widow is not exempt from performing military duty; and this rule was, under the former laws, only otherwise when the son supported his mother in such a manner that she, in the event of his entering the service, must have fallen a burden upon the "general poor box;" but even this ground of exemption is wanting to those who have not properly announced themselves, or have been condemned for avoiding duty.

3. Permission from the Grand Duke to return to their native land, without the infliction of legal punishment, cannot be granted to those subjects who have violated the laws for the military service. A remission or mitigation of the legal punishment, by sovereign grace, can only be taken into consideration after the party in question has submitted to legal proceedings, followed by judgment.

Department of foreign affairs, represented by

VON BERG.

Mr. O. THYEN,
Consul of the Grand Duke of Oldenburg at Bremen.

Mr. Wright to Mr. Cass.

[Extract.]

No. 57.] LEGATION OF THE UNITED STATES,
Berlin, January 26, 1859.

SIR: * * * * * * * *

I omitted to inform the department, in my last dispatch, that, among others who have lately been placed in the Prussian army, with American passports, are Joseph Orthaus and Raphael Fisher. The latter has been relieved by the clemency of the Prince Regent. The application of Mr. Orthaus for relief has not yet been decided. They both left the country, I am advised, after their liability for military service had accrued.

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 62.] LEGATION OF THE UNITED STATES,
Berlin, March 12, 1859.

SIR: * * * * * * * *

Since my dispatch of the 18th of January, (No. 56,) several cases have come before me in relation to "military service." I have presented two of these, by petition to the Prince Regent, for relief, but have received no definite answer yet.

* * * * * * * *

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 66.] LEGATION OF THE UNITED STATES,
Berlin, April 9, 1859.

SIR: * * * * * * * *

Numerous cases have been presented, since my dispatch of January 18, 1859, No. 56, on the subject of military service claimed from our citizens. I have presented petitions, in some of them, to the Prince Regent. In reply to one of them, he reduced a sentence of nine months' imprisonment to three, for a case of desertion.

At this time, the application of Francis A. Hoffmann, a distinguished citizen of Chicago, Illinois, is before the Prince Regent, and I have strong hopes of his receiving a full pardon. Mr. Hoffmann has not been arrested.

I have not, thus far, presented any case for clemency where the party left this country before any liability accrued.

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 76.] UNITED STATES LEGATION,
Berlin, June 4, 1859.

SIR: * * * * * * * *

I am just in receipt of *your dispatch No. 18*, dated May 12. It shall receive *my most earnest and constant attention.*

During the present crisis, it will be impossible to turn the attention of the government to these interesting and, to us, deeply important questions. As an evidence of the disposition of the Prince Regent to avoid this class of subjects at present, I cite the case of Francis A. Hoffmann, mentioned in my dispatch No. 66. In this case, the ministers of war, justice, interior, and foreign affairs, have all united in favor of his petition; but the Prince Regent has, as yet, not acted, although his attention has been frequently solicited. I feel armed, on this subject, with the views, opinions, and arguments so well and forcibly expressed in the instructions of the President. I cannot doubt of the ultimate success. To accomplish this end, I will devote most faithfully my time and abilities.

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 81.] LEGATION OF THE UNITED STATES,
Berlin, June 25, 1859.

SIR: * * * * * * * *

It is impossible to engage the attention of the government of Prussia, at the present time, upon the subject mentioned in your dispatch No. 18, dated May 12, 1859.

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Cass to Mr. Wright.

No. 20.] DEPARTMENT OF STATE,
Washington, July 8, 1859.

SIR: I am directed by the President to call your immediate attention to the case of Christian Ernst, a naturalized American citizen, who is said to have been recently forced into the service of the King of Hanover, and to be now performing military duty in his army. According to the representations of his friends, Mr. Ernst is a native of Hanover, but left that country some eight or ten years ago, and came to the United States, where he declared his intention to become an American citizen, and where he was legally naturalized on the 24th of February, A. D. 1859. His oath of allegiance to this government was administered in the court of common pleas for Scioto county, Ohio, and nearly all his relatives reside in that State. They allege that at the

time of his departure from Hanover, he was neither in actual service in the Hanoverian army nor had been drafted to serve in it, and that consequently he was under no military obligation to that kingdom. Under these circumstances, having occasion to visit Germany, he obtained a passport from this department on the 24th of March last, and in the following April he proceeded to his destination. Soon after his arrival there, he is said to have been arrested by the authorities of Hanover, and compelled to do military service in the Hanoverian army. If the facts thus stated by his friends are correct, there is reason to believe that a great wrong has been done to an American citizen, which requires the prompt intervention of this government.

Inasmuch as in discussing this case with the government of Hanover the rights of our naturalized citizens may be drawn in question, and you may find it necessary to maintain them, I am instructed by the President to present to you the following as his views upon this important subject:

The right of expatriation cannot at this day be doubted or denied in the United States. The idea has been repudiated ever since the origin of our government, that a man is bound to remain forever in the country of his birth, and that he has no right to exercise his free will and consult his own happiness by selecting a new home. The most eminent writers on public law recognize the right of expatriation. This can only be contested by those who, in the nineteenth century, are still devoted to the ancient feudal law with all its oppression. The doctrine of perpetual allegiance is a relic of barbarism which has been gradually disappearing from Christendom during the last century.

The Constitution of the United States recognizes the natural right of expatriation by conferring upon Congress the power "to establish an uniform rule for naturalization." Indeed, it was one of the grievances alleged against the British King, in the Declaration of Independence, that he had "endeavored to prevent the population of these States, for that purpose obstructing the laws of naturalization of foreigners, refusing to pass others to encourage their migration hither," &c., &c. The Constitution thus clearly recognizes the principle of expatriation in the strongest manner. It would have been inconsistent in itself, and unworthy of the character of the authors of that instrument, to hold out inducements to foreigners to abandon their native land, to renounce their allegiance to their native government, and to become citizens of the United States, if they had not been convinced of the absolute and unconditional right of expatriation. Congress have uniformly acted upon this principle ever since the commencement of the federal government. They established "a uniform rule of naturalization" nearly seventy years ago. There has since been no period in our history when laws for this purpose did not exist, though their provisions have undergone successive changes. The alien, in order to become a citizen, must declare on oath or affirmation that he will support the Constitution of the United States, and at the same time he is required to "absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, State, or, sovereignty whatever, and particularly, by name, the prince, potentate, State or sovereignty whereof he was before a citizen."

The exercise of the right of naturalization, and the consequent recognition of the principle of expatriation, are not confined to the government of the United States. There is not a country in Europe, I believe, at the present moment, where the law does not authorize the naturalization of foreigners in one form or other. Indeed, in some of these countries this law is more liberal than our own towards foreigners.

The question then arises, what rights do our laws confer upon a foreigner by granting him naturalization? I answer: All the rights, privileges, and immunities, which belong to a native-born citizen, in their full extent, with the single qualification that, under the Constitution, "no person, except a natural-born citizen, is eligible to the office of President." With this exception, the naturalized citizen, from and after the date of his naturalization, both at home and abroad, is placed upon the very same footing with the native citizen. He is neither in a better nor a worse condition. If a native citizen chooses to take up his residence in a foreign country for the purpose of advancing his fortune, or promoting his happiness, he is, whilst there, bound to obey its municipal laws equally with those who have lived in it all their lives. He goes abroad with his eyes open, and, if these laws be arbitrary and unjust, he has chosen to abide by the consequences. If they are administered in an equal spirit towards himself and towards native subjects, this government have no right to interfere authoritatively in his behalf. To do this, would be to violate the right of an independent nation to legislate within its own territories. If this government were to undertake such a task, we might soon be involved in trouble with nearly the whole world. To protect our citizens against the application of this principle of universal law, in its full extent, we have treaties with several nations securing exemption to American citizens, when residing abroad, from some of the onerous duties required from their own subjects. Where no such treaty exists, and an American citizen has committed a crime, or incurred a penalty, for violating any municipal law whatever of the country of his temporary residence, he is just as liable to be tried and punished for his offense as though he had resided in it from the day of his birth. If this has not been done before his departure, and he should voluntarily return under the same jurisdiction, he may be tried and punished for the offense upon principles of universal law. Under such circumstances, no person would think of contending that an intermediate residence in his own country for years would deprive the government whose laws he had violated of the power to enforce their execution. The very same principle, and no other, is applicable to the case of a naturalized citizen, should he choose to return to his native country. In that case, if he had committed an offense against the law before his departure, he is responsible for it in the same manner as the native American citizen, to whom I have referred. In the language of the late Mr. Marcy, in his letter of the 10th January, 1854, to Mr. Jackson, then our chargé d'affaires to Vienna, when speaking of Tousig's case, "every nation, whenever its laws are violated by any one owing obedience to them, whether he be a citizen or a stranger, has a right to inflict the penalties incurred upon the transgressor, if found within its jurisdiction."

This principle is too well established to admit of serious controversy. If one of our native or naturalized citizens were to expose himself to punishment by the commission of an offense against any of our laws, State or national, and afterwards become a naturalized subject of a foreign country, he would not have the hardihood to contend, upon voluntarily returning within our jurisdiction, that his naturalization relieved him from the punishment due to his crime. Much less could he appeal to the government of his adopted country to protect him against his responsibility to the United States or any of the States. This government would not for a moment listen to such an appeal.

Whilst these principles cannot be contested, great care should be taken in their application, especially to our naturalized citizens. The moment a foreigner becomes naturalized his allegiance to his native country is severed forever. He experiences a new political birth. A broad and impassable line separates him from his native country. He is no more responsible for anything he may say or do, or omit to say or do, after assuming his new character than if he had been born in the United States. Should he return to his native country, he returns as an American citizen, and in no other character. In order to entitle his original government to punish him for an offense this must have been committed while he was a subject and owed allegiance to that government. The offense must have been complete before his expatriation. It must have been of such a character that he might have been tried and punished for it at the moment of his departure. A future liability to serve in the army will not be sufficient; because before the time can arrive for such service he has changed his allegiance and has become a citizen of the United States. It would be quite absurd to contend that a boy brought to this country from a foreign country, with his father's family, when but twelve years of age, and naturalized here, who should afterwards visit the country of his birth when he had become a man, might then be seized and compelled to perform military service, because if he had remained there throughout the intervening years, and his life had been spared, he would have been bound to perform military service. To submit to such a principle would be to make an odious distinction between our naturalized and native citizens.

In my letter to Mr. Hofer of the 14th ultimo, I confine the foreign jurisdiction in regard to our naturalized citizens to such of them as "were in the army or actually called into it" at the time they left Prussia; that is, to the case of actual desertion or a refusal to enter the army after having been regularly drafted and called into it by the government to which at the time they owed allegiance. It is presumed that neither of these cases presents any difficulty in point of principle. If a soldier or a sailor were to desert from our army or navy, for which offense he is liable to a severe punishment, and after having become a naturalized subject of another country, should return to the United States, it would be a singular defense for him to make that he was absolved from his crime because after its commission he had become a subject of another government. It would be still more strange were that government to interpose in his behalf for any such reason. Again, during the last war with Great Britain, in several of the States, I might mention Pennsylvania in particular, the militiaman who was

drafted and called into the service was exposed to a severe penalty if he did not obey the draft and muster himself into the service, or in default thereof procure a substitute. Suppose such an individual, after having incurred this penalty, had gone to a foreign country and become naturalized there, and then returned to Pennsylvania, is it possible to imagine that for this reason the arm of the State authorities would be paralyzed, and that they could not exact the penalty? I state these examples to show more clearly both the extent and the limitation of rightful Hanoverian jurisdiction in such cases. It is impossible to foresee all the varying circumstances which may attend cases as they may arise; but it is believed that the principles laid down may generally be sufficient to guide your conduct.

It is to be deeply regretted that the German governments evince so much tenacity on this subject. It would be better, far better for them, considering the comparatively small number of their native subjects who return to their dominions after being naturalized in this country, not to attempt to exact military service from them. They will prove to be most reluctant soldiers. If they violate any law of their native country during their visit, they are, of course, amenable like other American citizens. It would be a sad misfortune if, for the sake of an advantage so trifling to such governments, they should involve themselves in serious difficulties with a country so desirous as we are of maintaining with them the most friendly relations. It is fortunate that serious difficulties of this kind are mainly confined to the German States; and especially that the laws of Great Britain do not authorize any compulsory military service whatever. From these views it will be seen, that if the case of Mr. Ernst has been correctly stated by his friends, he has been deeply wronged by the authorities of Hanover, and is entitled to the most prompt redress. You will lose no time, therefore, in bringing the subject to the attention of the minister of Hanover at Berlin, and will request him to present it at the earliest possible moment to his government, in order that full justice may be done to Mr. Ernst without unnecessary delay. This government has no desire to interfere in the slightest degree with the domestic affairs of Hanover, or to excuse its citizens who visit that kingdom, for any crime which they may commit against its peace and order. It only demands, as it surely may rightfully do, that when its citizens who go there, submit themselves in good faith to its laws, and conduct themselves in a peaceable and orderly manner, they shall be protected in their persons and property, and shall be permitted to enter and leave the kingdom without molestation. To this protection they are clearly entitled by our treaty with Hanover of November, 1840, which is still in force. The first article of this treaty provides that "there shall be between the territories of the high contracting parties, a reciprocal liberty of commerce and navigation;" that "the inhabitants of their respective states shall mutually have liberty to enter * * * the territories of each party where foreign commerce is admitted;" and that "they shall be permitted to sojourn and reside in all parts whatsoever of said territories, in order to attend to their affairs * * * provided they submit to the laws, as well general as special, relative to the right of residing and trading." Even in the absence

of this treaty, or of any treaty between the parties, for the government of either to seize a citizen of the other, whom it might find sojourning peaceably within its territories, and force him to do duty in its army, would be regarded as not only an unfriendly act to the government of that citizen, but as inconsistent, also, with the civilization of the present day. Under the provisions, however, to which I have just referred, such an act would be unquestionably an act, also, of bad faith. By this treaty, every inhabitant of the United States has a right to visit Hanover and sojourn there in the prosecution of his business, without any let or hindrance whatever, so long as he submits to the laws. No distinction is made in this respect between a native citizen and a naturalized citizen of the United States, nor could this government have ever consented to a treaty in which such a distinction was embraced. But every "inhabitant," whether belonging to one or the other of these classes, is entitled to all the benefits of the treaty, while he obeys the laws. If he fails to comply with this condition, he forfeits the protection which he might otherwise claim, and becomes liable to suffer the penalty of the law which he has broken; but if, without such forfeiture, he is unjustly wronged in his person or his property, he is entitled to full redress for such wrongs, by whomsoever committed. This is the rule which the President expects to be applied in the case of Mr. Ernst, and you will accordingly demand his immediate discharge from his compulsory service, and full reparation for whatever injury he has suffered either in person or property. It is due, also, to the friendly relations which exist between Hanover and the United States that an occurrence like this should be rendered, by such wise provisions as may be found necessary for the purpose, impossible in the future, and that thus the harmony and good understanding which now happily subsist between them may not be disturbed hereafter by any similar cause.

Mr. Ernst is represented to be now serving at Nordesheim, in the third regiment of Hanoverian infantry. I inclose the description of his person, which accompanied his application for a passport.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq., *&c., &c., &c., Berlin.*

Mr. Wright to Mr. Cass.

[Extract.]

No. 88.] LEGATION OF THE UNITED STATES,
Berlin, August 6, 1859.

SIR:

* * * * * *

The minister of foreign affairs has advised me, to-day, that the Prince Regent has granted a full pardon to Francis A. Hoffmann, as contemplated by my dispatch No. 66. Mr. Hoffmann left this country without performing his military duty, after he was twenty years of

age, and settled in Illinois. Since then he has been a member of the legislature and a candidate for lieutenant governor of the said State. He returned to Prussia, and spent several days, during this year, in Berlin, and in the place of his birth, yet he was not disturbed, and now he receives a full pardon.

It is evident that this government does not wish to have any difficulty with the United States on the question of military service, and is disposed to yield in individual cases; but it will make great opposition to surrendering the principle involved.

In my opinion, the prompt stand taken by the President in the case of Christian Ernst, upon the principle involved in his case, will triumph. I should be pleased to receive a copy of the unanswerable opinion of the Attorney General in the case of Christian Ernst.

I have the honor to be, &c., &c., &c.,

JOSEPH A. WRIGHT.

Mr. Wright to Mr. Cass.

No. 89.] LEGATION OF THE UNITED STATES,
Berlin, August 10, 1859.

SIR: I have the honor to forward herewith copies of the correspondence with Baron Reitzenstein, the chargé d'affaires of his Majesty the King of Hanover at this court, during the absence of the minister plenipotentiary of Hanover, in reference to the release of Christian Ernst from the Hanoverian army.

Mr. Butler, of his own accord, and at his own expense, has visited Ernst, at Nordheim, notwithstanding that Baron Reitzenstein and the minister of foreign affairs of Prussia endeavored to dissuade him from what they considered "a dangerous errand."

The details which he then obtained, being found important in the treatment of this case, they have been set forth in the communication which is dated the 9th. I am now momentarily expecting the chargé's reply.

It is not true, as stated by many of the American newspapers, that "there are several American citizens in the Prussian army." I know of none. John Statz's case, reported by my predecessor, was the last, and it is believed that he is now released.

I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Baron Reitzenstein, the Chargé d'Affaires pro tempore of his Majesty the King of Hanover, at the Court of Berlin.

A.] LEGATION OF THE UNITED STATES,
Berlin, August 6, 1859.

MONSIEUR LE BARON: Having had the honor to read to you upon yesterday, the 5th instant, the dispatch from my government concerning the case of Christian Ernst, a citizen of the United States, who is now being forced to serve in the army of his Majesty the King of Hanover, and to request that you will apply immediately to your government for full powers to treat this case with me, I being now authorized by my government, I have the honor to comply with your request to furnish you with a copy of said dispatch, herewith annexed, and to beg that you will call the immediate attention of your government to its matter.

I seize this occasion, Monsieur le Baron, to assure you of my distinguished consideration.

J. A. WRIGHT.

B.] LEGATION OF THE UNITED STATES,
Berlin, August 11, 1859.

MONSIEUR LE BARON: Since my several interviews with you in reference to the discharge of Christian Ernst from the Hanoverian army, I have been made acquainted with additional facts connected with his arrest and treatment through so authoritative a source that I feel it my duty to submit them to your government, through you, for their immediate consideration.

I am advised that at the time of the arrest of Christian Ernst, at the town of Peine, in the Kingdom of Hanover, he was rudely deprived of his passport, and of some of one hundred and sixty rix-thalers, which he had about his person; also, that he was placed in the common prison, during from two to three days each, of the towns of Peine, Hanover, and Nordheim, where he was made to eat the food and keep the company of criminals, until he was forced by four men to put on the uniform of the Hanoverian infantry. Christian Ernst left Hanover when nineteen years of age, before he had ever received an intimation of any duty to serve in its army. He left his native country, having committed no offense against its laws, and without any debts, and sought in the United States a future home—an undoubted right in the nineteenth century. Therefore, on his return to his native land, Christian Ernst visits Hanover, as an American citizen, and in no other character.

In submitting to you, Monsieur le Baron, a copy of the dispatch from the government of the United States in reference to Christian Ernst, as well as during the several conversations which we have had on the subject, I have flattered myself with the belief that the government of his Majesty the King of Hanover would at once see the pro-

priety of complying with the views expressed in said dispatch, and with its demand for Ernst's immediate release, since said demands are dictated on the grounds of international comity and of strict justice. Now, I am convinced that your government will perceive the propriety of an immediate and favorable reply. In demanding the immediate discharge of Ernst, with full reparation for the injuries he has sustained in person and property, I am not only expressing the language of the government of the United States in the dispatch before you, but the sentiments of the people of every nation which protects its citizens when abroad.

I need not assure you, Monsieur le Baron, that a determination to press into the military service of Hanover American naturalized citizens, under such circumstances as are presented by the case of Christian Ernst, cannot but lead to the most serious difficulties between the United States and the kingdom of Hanover.

This legation desires to do all in its power to preserve the kind feelings and respect which so happily exist at present between the said countries.

While obeying my instructions in placing plainly and frankly these facts before the government of his Majesty the King of Hanover, I take this occasion to renew to you, Monsieur le Baron, assurances of my highest consideration.

J. A. WRIGHT.

Monsieur le BARON DE REITZENSTEIN,
Chargé d'Affaires of his Majesty the King of Hanover, &c.

Mr. Wright to Mr. Cass.

[Extract.]

No. 90.] LEGATION OF THE UNITED STATES,
Berlin, August 13, 1859.

SIR: * * * * * * *

I have the honor to forward herewith a copy of the only note received from the Hanoverian chargé d'affaires at this court in the case of Christian Ernst.

Desiring to extend the utmost courtesy to the government of Hanover, knowing such to be the desire of the President in treating all diplomatic negotiations, I have concluded to wait a few days before replying to this note. The department shall be promptly advised of every step taken in the case.

I have the honor to be, very respectfully, your obedient servant,
JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Baron Reitzenstein to Mr. Wright.

[Translation.]

A.] BERLIN, *August* 11, 1859.

SIR: In reply to the notes of your excellency, of the 6th and 9th of this month, I have the honor to say temporarily that I am directed by my government to announce to your excellency that, in conformity to your wish, the affair of Mr. Christian Ernst will be prosecuted with all possible promptitude. But it will be impossible for me to give your excellency a precise answer in regard to this affair at a very early period, inasmuch as my government is not sufficiently informed as to what relates to the person of Mr. Christian Ernst, and as to the period at which he left his country to go to America. The minister of war will therefore be under the necessity of communicating in the first place with several Hanoverian officers, in order to assure himself in regard to these points, and to be able to report the affair for the decision of his Majesty the King, who is at this time at Norden. As soon as I am notified of the result of these inquiries, I shall have the honor of communicating it to your excellency.

Accept, meanwhile, the assurances of my very distinguished consideration.

REITZENSTEIN.

His Excellency Mr. WRIGHT,
Envoy Extraordinary and Minister Plenipotentiary, &c., &c., &c.

Mr. Wright to Mr. Cass.

No. 91.] UNITED STATES LEGATION,
Berlin, August 20, 1859.

SIR: Baron Reitzenstein, chargé d'affaires for Hanover, has this moment advised me of the receipt of a dispatch from his government, informing him of the discharge of Christian Ernst from the Hanoverian army.

By next mail I shall be able to furnish the department a copy of the dispatch received by Baron Reitzenstein, as the baron cannot furnish me the same in time for this day's mail.

I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Mr. Cass.

UNITED STATES LEGATION,
Berlin, August 24, 1859.

SIR: I have the honor to inclose two dispatches of Baron Reitzenstein, of the date of the 16th and 20th instant. Knowing the interest the President takes in this case, I have forwarded the original dispatch of August the 20th, also an English translation of the same, made out by an excellent scholar.

Expecting additional information as to the arrest and treatment of Mr. Ernst, I shall be able in a few days to make a reply on the subject of satisfaction and compensation, undoubtedly *his right*, and to the other matters mentioned in said dispatch.

I have the honor to be, most respectfully, your obedient servant,
JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State, Washington City.

[Translation.]

BERLIN, *August* 16, 1859.

Having reference to my note of the 11th of this month, I have the honor to inform your excellency that the minister for foreign affairs of Hanover immediately communicated to his colleague, the minister of war, the dispatches you were pleased to remit to me, with your note relating to the affair of Mr. Christian Ernst.

The minister of war has now replied, that by these communications alone has he received information of the fact, that Mr. Ernst is enrolled in the royal army of Hanover. The minister has called for a prompt report from the prefect of Hildesheim on the case in question, but does not believe that he will be able to pass upon the affair until the receipt of this official report.

My government is further of opinion, that Mr. Ernst should at once have asked protection and defense from the superior authorities of the country in the particular in which he believes his rights are violated, and thinks that in case Mr. Ernst had complained to the minister at war of Hanover, he would probably have succored him before his complaint could have reached the government of the United States of America.

Be pleased to accept, sir, the assurance of my very distinguished consideration.

REITZENSTEIN,
The chargé d'affaires of Hanover.

His Excellency Mr. WRIGHT,
Envoy Extraordinary, &c., of the United States of America.

[Translation.]

BERLIN, *August* 20, 1859.

The undersigned feels great pleasure in being able to make to his excellency the minister of the United States, Mr. Wright, the follow-communication *in re* Christian Ernst, of Portsmouth, which has just reached him from his government.

John Henry *Christian* Ernst was born on the 22d October, 1831, at Handorf, in the district of Peine. He went to the United States about Easter, 1850, leaving his parents behind, and without having given notice to the magistrate of his intention of emigrating. He wrote to his relations once after the lapse of one year, when during several years he gave no further news about himself. After having entered, in 1852, the age when he became liable to military service, he was summoned to appear, like every other citizen liable to serve in the army; at his non-appearance he was once more invited through the public papers to return; and, finally, on the 19th February, 1855, he was condemned as a military absentee by the criminal court at Hildesheim, in pursuance of the Hanoverian legislation on the subject.

On the 11th February, 1854, the appointed guardians of said Ernst, whose father died on the 26th May, 1852, delivered a notarial act, issued on the 27th December, 1853, at Evansville, Vanderburg county, Indiana, to the purport of obtaining his liberation from his allegiance to the Hanoverian government. However, at the then state of the affair, that petition could not be taken into consideration.

The legal sentence has been published, put into execution as far as possible, and the name of said Ernst inscribed at his native place on the black-board (hue and cry) as a deserter.

On the 4th May of the present year the magistrate of Peine got notice that said Ernst had come back to his native place. The high bailiff of Hildesheim having been consulted, ordered the magistrate to produce said Ernst for the subsequent fulfillment of his military duties. The latter was induced, on the 18th May, to put said Ernst under provisional arrest, after his having received a sum of money from his guardians, and after his having given to understand that he intended to leave the country immediately, in order to avoid irremediable annoyances. On the 20th May he was sent under escort to Nordheim, where he was incorporated, on the 22d of the same month, into the 2d battalion of the 3d regiment of infantry, and where he is in actual service.

Such is the exact state of things.

Now, in passing to the contents of the dispatch addressed on the 8th July, of the present year, by the under Secretary of State of the United States, at Washington, to his excellency the minister at Berlin, the following arguments may be humbly submitted:

The naturalization in general exists in the kingdom of Hanover and in the other States of the German Confederation just as in the United States. The same may be said of the permission granted to subjects for emigrating; which, in fact, is guarantied by section 43 of the Han-

overian constitution, under the condition of a due observance of the legal formalities on the subject.

The naturalization of foreigners commonly depends upon certain suppositions. Now the citizenship of a country implying both rights and *obligations* for the citizens, the freedom of emigration is subject to certain limitations until said obligations have been fulfilled or dispensed with.

The laws concerning citizenship vary in the different countries, nor can they be expected to be uniform since the peculiarities of every individual State require different considerations according to its internal constitution. Thus it may happen that immigrants into Hanover from a certain State are considered as Hanoverian subjects, according to the Hanoverian law, whilst in their native country they are still legally considered as subjects of that country, and although being citizens of a foreign State, and still liable to fulfill civic obligations in their native country.

The promulgation of laws and regulations respecting naturalization and emigration is undoubtedly the own (or domestic) affair of the respective governments; and, considering the diversity that exists between the laws on that subject, the intention of putting a foreign law in force in another country without taking notice of the legislation of that same country, must be looked at as an encroachment upon the rights of every individual State.

The principles adopted in Hanover with regard to emigration may be said to be the most liberal of all the States of the German Confederation. They may be resumed in the following few words:

The freedom of emigration, (with the exception of crimes, &c., committed, and not yet punished,) is subject to certain restrictions with respect to the male population in consequence of the general military obligations to which every subject is liable. The fulfillment of military duty is not required from sons emigrating with their fathers before they enter the age of conscription, (twenty-first year,) nor from natural children emigrating with their mother. Those who want to emigrate without their parents, before having fulfilled their military duties, require the permission of a magistrate, (a certificate of emigration,) which is granted without difficulty up to the year preceding the year when the conscription takes place, and which, even in that very same year is not refused, provided it be shown that the interested party finds a better provision for the future abroad. Said grant is not to be eluded by the simple reason because it serves to distinguish honest emigrants from those who evade their military duties by flight. When within the age of military conscription, (from twenty-first to twenty-seventh year,) those subjects are alone allowed to emigrate, who, having not yet entered the military service, do not, by their departure, endanger the rights of other parties liable to serve in the army. Even those subjects to whom, under such circumstances, said permission might be refused, may obtain the same, after having procured a substitute, nay, after having giving a sufficient security for finding a substitute, in case the young men should be called out for military service.

In applying the above principles to the present case, the following result is obtained:

Christian Ernst, born in 1831, left the Hanoverian territory about Easter, in 1850, leaving his father behind; therefore, if he intended to give up his rights as a Hanoverian subject, and to settle in the United States, he required a certificate of emigration, which, up to the 1st January, 1852, would not have been withheld. That intention, however, not having been evinced, the certificate was not granted; consequently, the said Ernst could but be condemned, like every other refractory absentee, as a deserter, and at his return be treated as such.

The sentence having been brought to public notice, his name having besides, been inscribed on the black-board, (hue and cry,) said Ernst could well know by himself or others what he might expect in the kingdom of Hanover. He therefore must attribute to himself alone the disagreeable consequences arising therefrom for him.

If the government of the United States would not consent to naturalize a foreigner before his having shown that he duly fulfilled his *obligations* to his native country—as generally done, under terms of reciprocity, by the different governments of Europe—a naturalized American citizen at his return to his native country could never happen to be claimed for not having fulfilled his duties at home.

Now, according to the contents of said dispatch, the right of the foreign State of admonishing naturalized American citizens returning to their native country to fulfill obligations preceding the time of their emigration to the United States, is generally recognized. This, however, is done with certain restrictions, based upon considerations of laws existing in the United States, but not in the respective foreign State. Thus said dispatch, with respect to the violation of the military duty, uses an argument which is entirely contrary to the Hanoverian principles, viz: it says that such a violation is only committed by him who leaves the country after having entered the military service, or after having been duly summoned to enter the same. From that argument, the inference is drawn that said Ernst, who acquired the American citizenship only *on the 24th February of the present year*, thus being up to that period only a Hanoverian subject, sojourning in the United States, has illegally been forced to enter the military service.

The natural relation between independent States seems to require that the State granting letters of naturalization to the subject of another State can only do this, provided those obligations, the military duties included, which the interested party has yet to fulfill in his native country, according to its laws, should continue, and that the said State should consequently not try to prevent naturalized American citizens from being required to fulfill those obligations at their voluntary return to their native country.

Consequently, the proceedings of the Hanoverian authorities against said Christian Ernst are quite legal, and the demand of the government of the United States to liberate said Ernst from the military service might, according to the state of things, be considered as an encroachment upon the internal affairs of the Hanoverian government, a supposition against which the said dispatch itself protests.

Nevertheless, the royal Hanoverian government, anxious to show the greatest possible compliance with the wishes of a friendly power united by so many ties with Hanover, is most ready to come to an

agreement with the government of the United States for the purpose of preventing the frequent complications of a similar nature. Should the royal government, as done before, render the liberation from the military service dependent on his finding a substitute, such a course would be equivalent to a refusal to pardon, since the price of substitutes in the present unsettled political state of things has reached such a height as to bring such a sum without the reach of said Ernst. The royal Hanoverian government, therefore, does not hesitate *to remit at once the penalty incurred by said Ernst*, BY GRANTING HIM A FULL PARDON, *and to cause him to be dismissed from the military service.* The necessary *measures have been taken for that purpose.*

The recurrence, however, of similar conflicts can only be prevented by the government of the United States renouncing to its own views on the subject, which do not agree with international relations, or by arriving at a certain agreement, the above representation offering certain openings which it must be left to the initiative of the government of the United States to make the proper use of.

Finally, concerning the pretended ill treatment of said Ernst, the explanations required from the various authorities have not yet entirely come in; as far, however, as they go, it appears that all the proceedings against said Ernst have been entirely legal, and that said Ernst has no reason to complain of an unfair treatment.

The undersigned having the honor to deliver, most respectfully, the present communication to his excellency the minister, Mr. Wright, avails himself of this opportunity of renewing to his excellency the assurance of his most distinguished consideration.

The Hanoverian chargé d'affaires:

W. REITZENSTEIN.

Mr. Wright to Mr. Cass.

No. 93.] UNITED STATES LEGATION,
Berlin, August 31, 1859.

SIR: The promised reply of the minister of foreign affairs of Hanover, on the subject of the treatment, arrest, and satisfaction to Mr. Ernst, has not come to hand.

I have written to Mr. Ernst for information, and received no reply.

As the dispatch from the Hanoverian government surrendering Mr. Ernst alludes to the settlement of this vexed question, and says the initiative must come from the United States, I would respectfully suggest to the consideration of the President the following propositions:

1. The abandonment of all military service where their subjects have been absent for five years from the land of their birth, and have become citizens of the United States.

2. The suspension of all judicial proceedings against those residing in the United States for any neglect of military duty.

3. No citizen of the United States to be ordered out of the country

without personal notice and trial in a court of record, with the right of appeal to the highest tribunals of the land.

4. Total exemption of citizens of the United States residing in Hanover, Prussia, &c., from liability to support in any manner soldiers, officers, and those connected with the military service of the country.

I hope by next mail to send the department a copy of my reply to the Hanoverian minister on the subject of the satisfaction due Mr. Ernst, &c.

I have the honor to be, most respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS, *Secretary of State.*

Mr. Cass to Mr. Wright.

No. 23.] DEPARTMENT OF STATE,
Washington, September 15, 1859.

SIR: I have the honor to acknowledge the receipt of your dispatch of August 24, 1854, (No. 92,) announcing the discharge of Christian Ernst.

The President has received this intelligence with great satisfaction, and approves the promptitude and energy with which you presented the case for the consideration of the Hanoverian government. While he appreciates, also, the comity and good will towards the United States, which were manifested in the pardon and discharge of Ernst, and are expressed in the communication of Baron Reitzenstein, he regrets that the views of the government of Hanover on the subject of expatriation are not more fully in accordance with those of this government. It is hoped that upon a further consideration of the subject, it may be led so far to modify its present opinions, as to prevent any future disagreement between the two governments in respect to the rights and privileges of American citizens.

In reference to the arrest and treatment of Mr. Ernst, as soon as you shall have transmitted to the department the further information which you anticipate, such additional instructions will be sent to you as the case may seem to require.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq., *&c., &c., &c., Berlin.*

Mr. Cass to Mr. Wright.

No. 26.] DEPARTMENT OF STATE,
Washington, December 9, 1859.

SIR: Your dispatch, dated October 12, announcing the closing of your correspondence with the Hanoverian government has been received at the department, and it affords me pleasure to inform you that your

course in this matter is fully approved. And I have to express equal gratification at the manner in which you have urged upon the Prussian government our views respecting the rights of American citizens, and am confident you will lose no proper opportunity to impress upon it the importance which the United States attach to this matter, and their firm persuasion that the Prussian government will afford to their citizens, while in Prussia, the protection to which we maintain they are entitled, as well by the law of nations as by treaty stipulations. In this view of the subject, any additional treaty with reference to it, seems by no means indispensable, since what we claim for our naturalized citizens is not a concession on the part of Prussia, but only the recognition of their unquestionable rights. The principles we maintain, and the rights which they insure, are clearly laid down in your instructions, and need not be recapitulated. We trust they will be recognized, and faithfully observed by Prussia, and that no case in violation of them will be permitted to arise hereafter within the Prussian territories.

I have not failed to observe the suggestion of the Hanoverian minister, reported in your No. 93, that in the settlement of this vexed question of military service the initiative must come from the United States; and your own views of what might well be proposed as the basis of negotiation, if this initiative should be undertaken, have also been considered. It is hoped, however, that after the full deliberation which recent events have naturally led the German powers to bestow on this, it can no longer be regarded as a "vexed question," but that practically, at least, it will cease to disturb in any way our relations with those powers. As I have already said, the claim which we urge in behalf of our naturalized fellow-citizens, is a claim not of favor but of right, and except for the regulation of details or modes of proceeding it is not perceived that anything more is necessary than that these citizens when they visit Germany, should be allowed to remain there without hindrance and depart in peace. The question raised in your first proposition of the length of time they may have been absent from the land of their birth, does not appear to this department to have any important bearing upon the *status* which they are entitled to occupy after their temporary return. If they are citizens of the United States, they are entitled to all the rights of citizens, whether they have been absent ten years, or five years, or one year. And if they have thus become citizens of this country, it is difficult to understand why any special exemption should be claimed for them in respect to judicial proceedings, as mentioned in your proposition No. 2. The liability of a citizen of the United States before the courts of Hanover cannot depend upon the question whether he is a native or naturalized citizen, but upon the question only whether he has committed any offense against Hanoverian law. Expatiation, as you have been already instructed is no such offense, and we cannot permit an unreasonable distinction to be made between different classes of our citizens.

Your third and fourth propositions are not necessarily connected with this subject. It is certainly desirable, however, that no American citizen should be ordered out of a German State, without the notice and trial to which you refer; and should this be done, without good

cause to justify the summary proceeding, it might well be regarded as an unfriendly act. Our existing treaty with Hanover, you are aware, permits the free residence of our citizens there, and grants them free access to the judicial tribunals. It is quite possible that these privileges may be extended with advantage, and if so, the opportunity should not be lost. The trial of German citizens in this country is always public, and such should be the trial of our citizens in Germany. We should be glad, also, to secure for them a right of appeal. Of course we have no disposition to interfere with the domestic affairs of other States, or to dictate to them their modes of judicial proceeding. A friendly representation, however, on this subject, cannot be regarded as in any way objectionable, and may avoid unpleasant complications hereafter. Whenever one of our citizens is secretly tried and punished, the proceding necessarily creates complaint, and always requires explanation. It is better to avoid the opportunity of complaint by avoiding the secrecy which leads to it.

In respect to your fourth proposition for the "total exemption of the citizens of the United States, residing in Hanover and Prussia, from liability to support in any manner soldiers, officers, and those connected with the military service of the country," I do not understand precisely the nature and extent of the existing obligations to which you refer; and before instructing you on this subject I shall be glad to hear from you again. Certainly the relinquishment of any tax imposed upon our citizens in Germany would be highly acceptable to this government; but we do not wish to urge such an exemption to the extent of an interference with the just rights of the German States. We would, of course, ask nothing from other governments in behalf of our citizens, which we would not be willing, in like cases, to concede to them.

Having thus placed you fully in possession of the views of your government, I have only to repeat the instruction already given you, to urge them, by all proper means, upon those governments with whose representatives you may be brought in connection at Berlin. In this way, it is hoped that such a friendly understanding may be reached on this whole subject as will make it impossible for any new case to arise, in reference to it, requiring the intervention of this government.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq., *&c., &c., Berlin.*

Mr. Cass to Mr. Wright.

No. 27.] DEPARTMENT OF STATE,
Washington, December 17, 1859.

SIR: Herewith I transmit the copy of a letter of the 18th October, addressed to this department by Isidor Dandson, a resident of California, in relation to the enforced military service now being performed in Prussia by his brother, Simon Dandson, whom he represents to be a

citizen of the United States. You will investigate the circumstances connected with this case, and take such measures as, under the instructions already given you by the department respecting similar cases, you shall think proper, should the representations of Mr. Dandson prove to be correct.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq.,
&c., &c., &c., Berlin.

Mr. Wright to Mr. Cass.

[Extract.]

No. 119.] LEGATION OF THE UNITED STATES,
Berlin, March 7, 1860.

SIR: I have the honor to forward herewith copies of the correspondence with the minister of foreign affairs in the case of Darnston, or Dandson, or *Davidson*, mentioned in your dispatch No. 27, dated December 19, 1859. It appears that he, Davidson, was discharged from military service long since. His conduct is in keeping with that of a great many other naturalized citizens. It seems that he exhibited no passport, and did not state to any person that he was an American citizen.

* * * * *

I have the honor to be, very respectfully, your obedient servant,

JOSEPH A. WRIGHT.

Hon. LEWIS CASS,
Secretary of State.

Mr. Wright to Baron de Schleinitz.

LEGATION OF THE UNITED STATES,
Berlin, January 17, 1860.

MONSIEUR LE BARON: A dispatch from my government, just received, incloses the complaint of Isidor D., that his brother, Simon Darntson, (or Dandson,) formerly a subject of his majesty the King of Prussia, but now a citizen of the United States, left the State of California, one of the United States, to visit his parents, in Prussia, on the 20th of September, 1858, with a passport from the government of the United States; and that upon his reaching Prussia, he has been forced to do military service in one of the regiments of its army stationed at Grandenz. As such complaints of wrong annoy the government of *the United* States greatly, I have to pray your excellency to have this

complaint investigated immediately, and to communicate to me the result as soon as possible.

Your excellency will please permit me to renew assurances of my distinguished consideration.

J. A. WRIGHT.

His Excellency the Baron de SCHLEINITZ,
Minister of Foreign Affairs, &c.

[Translation.]

Baron Von Schleinitz to Mr. Wright.

BERLIN, *March* 3, 1860.

SIR: I made it my duty, on the reception of your letter of the 17th January last, to inform the minister of war of the reclamation of Mr. Isidor Darnston, or Dandson, citizen of the United States, who complains that his brother Simon, on the occasion of a visit made to his parents, in Prussia, was compelled to enter the ranks of the army.

I send you the result of a report which General de Roon demanded upon this subject from the competent military authority. Simon Darntson, or Dandson, is apparently the same who figures in the list of young people of the circle of Strasburg for the year 1852, under the name of Simon Davidson. This individual, born 6th May, 1831, at Strasburg, where his parents still live, is undoubtedly a Prussian by origin. The 2d July, 1852, the provincial councilor of the circle caused a passport to be issued to him, *available for one year*, which authorized him to go to America, for which, in effect, he placed himself *en route* in the month of March, 1853. Simon Davidson only returned to his native country towards the end of the year 1858. Not having obtained, meantime, a permit of emigration, and not having been able to obtain one, because he had not yet satisfied his military duties, he was first enrolled in a battalion of the third brigade of infantry, and on the 11th August, 1859, in the third battalion of the fourth regiment of the landwehr, in garrison at Grandenz. Soon found to be unfit for military service, he was set at large 22d November last, and since then has settled at Thorn.

You will convince yourself by this exposé, sir, that the proceedings taken in regard to the said Simon Davidson have been in strict conformity to law. For the rest, this person has never pretended, at any examination he has undergone since his return to Prussia, that he was a citizen of the United States and provided with an American passport.

Accept, sir, I pray you, the assurance of my high consideration.

SCHLEINITZ.

Mr. WRIGHT, *&c., &c., &c.*

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate, all correspondence not heretofore called for, relating to the claim of any foreign government to the military services of naturalized American citizens.

APRIL, 17, 1860.—Read and ordered to lie on the table.

To the Senate of the United States:

In compliance with the resolution of the Senate of the 4th instant, requesting information not heretofore called for relating to the claim of any foreign government to the military services of naturalized American citizens, I transmit a report from the Secretary of State and the documents by which it was accompanied.

JAMES BUCHANAN.

WASHINGTON, *April* 16, 1860.

DEPARTMENT OF STATE, *Washington, April* 16, 1860.

The Secretary of State, to whom was referred the resolution of the Senate of the 4th instant, requesting the President, "if, in his opinion, not inconsistent with the public interest, to furnish to the Senate copies of all correspondence not heretofore called for relating to the claim of any foreign government to the military services of naturalized American citizens," has the honor to lay before the President a copy of the papers specified in the subjoined list.

Respectfully submitted.

LEWIS CASS.

The PRESIDENT.

List of accompanying documents.

Mr. Bancroft to Mr. Buchanan, 8th December, 1848, with inclosures.
Same to same, 12th January, 1849—extracts.
Same to same, 26th January, 1849—extract—with inclosure.
Mr. Bancroft to Mr. Clayton, 21st August, 1849, with inclosure.

Mr. Bromberg to Mr. Clayton, 25th June, 1850—extract—with inclosures.
Same to same, 2d July, 1850—extract.
Mr. Hodge to Mr. Everett, 16th November, 1852—extract—with inclosures.
Same to same, 22d November, 1852—extracts—with inclosures.
Same to same, 31st December, 1852—extract.
Mr. Everett to Mr. Hodge, 3d March, 1853—extract.
Mr. Hodge to Mr. Marcy, 12th April, 1853—extract.
Mr. Marcy to Mr. Campbell, 8th September, 1854.
Mr. Schleiden to Mr. Cass, 23d October, 1858.
Mr. Appleton to Mr. Ten Brook, 12th March, 1859.
Mr. Schleiden to Mr. Cass, 16th March, 1859.
Mr. Cass to Mr. Schleiden, 9th April, 1859.
Mr. Ten Brook to Mr. Appleton, 18th April, 1859.
Mr. Cass to Mr. Mason, 27th June, 1859.
Mr. Mason to Mr. Cass, 2d August, 1859, with inclosure.
Mr. Buchanan to Mr. Cass, 24th September, 1859, with inclosures.
Same to same, 30th September, 1859, with inclosures.
Mr. Appleton to Mr. Ten Brook, 4th October, 1859.
Mr. Buchanan to Mr. Cass, 7th October, 1859.
Mr. Cass to Mr. Buchanan, 21st October, 1859.
Mr. Buchanan to Mr. Cass, 30th October, 1859, with inclosures.
Mr. Schleiden to Mr. Cass, 28th November, 1859.
Mr. Calhoun to Mr. Cass, 6th December, 1859, with inclosure.
Mr. Cass to Mr. Calhoun, 31st December, 1859.
Mr. Ricker to Mr. Cass, 4th January, 1860—extract—with inclosures.
Mr. Doering to Mr. Appleton, 12th January, 1860—extract.
Mr. Ricker to Mr. Cass, 19th January, 1860—extract—with inclosure.
Mr. Cass to Mr. Schleiden, 26th January, 1860.
Mr. Cass to Mr. Buchanan, 4th February, 1860.
Mr. Ricker to Mr. Cass, 14th February, 1860—extract—with inclosure.
Mr. Helm to Mr. Cass, 22d February, 1860, with inclosures.
Mr. Cass to Mr. Helm, 3d March, 1860.
Mr. Helm to Mr. Cass, 28th February, 1860, with inclosures.
Mr. Appleton to Mr. Helm, 8th March, 1860.
Mr. Ricker to Mr. Cass, 23d February, 1860.
Mr. Buchanan to Mr. Cass, 26th February, 1860—extract.
Same to same, 29th February, 1860—extract.
Mr. Cass to Mr. Preston, 1st March, 1860.
Mr. Cass to Mr. Ten Brook, 7th March, 1860, with inclosure.
Mr. Cass to Mr. Preston, 8th March, 1860.
Mr. Ricker to Mr. Cass, 9th March, 1860.
Mr. Appleton to Mr. Ten Brook, 18th March, 1860.
Mr. Cass to Mr. Wright, 30th March, 1860.
Mr. Appleton to Mr. Ricker, 5th April, 1860.

Mr. Bancroft to Mr. Buchanan.

No. 105.] AMERICAN LEGATION,
London, December 8, 1848.

SIR: I have this day received a note from Lord Palmerston, informing me officially of the liberation of Messrs. Bergen and Ryan, and inclosing a communication from Sir William Somerville on their arrest and liberation. I inclose copies of these papers, which appear to me to require no further attention.

I remain, sincerely yours,

GEORGE BANCROFT.

JAMES BUCHANAN, Esq.,
Secretary of State.

NOTE.—For the previous correspondence on this part of the subject see Ex. Doc. No. 19, second session, Thirtieth Congress.

FOREIGN OFFICE, *December* 7, 1848.

SIR: I have the honor to inform you that I have referred to Sir George Grey, her Majesty's secretary of state for the home department, the observations contained in the letter which you addressed to me on the 10th ultimo, in reply to my note of the 30th of September, respecting the imprisonment in Dublin of Mr. James Bergen and Mr. Richard Ryan, and respecting the orders which were issued in August last to the Irish police, with reference to persons arriving in Ireland from America.

I now beg leave to transmit to you a copy of a statement upon those matters, which Sir George Grey has received from the government in Ireland, containing a further explanation of the grounds upon which the Irish government found it necessary to order the adoption of those measures of precaution.

You will, however, learn from the inclosed statement that the Irish government had given directions for the liberation of Mr. Bergen and Mr. Ryan.

I have the honor to be, with high consideration, sir, your most obedient, humble servant,

PALMERSTON.

GEORGE BANCROFT, Esq., *&c.*, *&c.*, *&c.*

DUBLIN CASTLE, *November* 28, 1848.

SIR: I am directed by the lords justices to acknowledge the receipt of your letter of the 20th instant, with its inclosures, relative to the arrest in Ireland of certain persons coming from America; and I am desired by their excellencies to state, for the information of Secretary Sir George Grey, that the reply of Mr. Bancroft to Lord Palmerston's

letter of the 30th of September complains of the detention without trial in this country of Mr. James Bergen and Mr. R. F. Ryan, stated to be American citizens; and also, of a certain order, issued in the month of August last, with reference to natives of America visiting Ireland.

With reference to the first-named gentleman, the American minister states it to be the opinion of persons on whose integrity he can rely, and who had good opportunity for observation, that Mr. Bergen was not a political agent. It has been already stated, in a former letter of the 19th September, that the lord lieutenant had reason to come to a different conclusion.

As regards Mr. R. F. Ryan, it will be observed that Mr. Bancroft does not convey any similar assurance.

With respect, however, to the detention of these gentlemen, although the act of last session applying to aliens may be naturally appealed to by Mr. Bancroft, who regards the gentlemen referred to as American citizens, and owing allegiance to the United States alone, yet the lords justices must observe that it is a mistake to suppose that the 11 Victoria, cap. 20, alone of the two exceptional acts of the last session refers to aliens; persons who are charged in this country with being suspected of treasonable practices may, whether aliens or not, be detained under the habeas corpus suspension act without trial or bail until the privy council may make an order to that effect; and the *treasonable* acts of those parties, if really such, may be charged against them, whether committed within the realms of her Majesty or without; and the right to arrest and detain persons suspected of high treason or treasonable practices, whether aliens or not, and detaining them under the provisions of 11 Victoria, cap. 35, cannot, it is presumed, be legitimately questioned.

But, supposing Mr. Bergen not to have committed a crime in uttering his opinions on Irish affairs in America, yet, when he proclaims not only his hostility to the British government, but his intentions to act offensively against it in Ireland, and actually arrives in Ireland as soon as possible after the announcement of his intentions, the government would indeed have been unmindful of its duty and indifferent to the public tranquillity, seriously threatened at that time, if it acted upon the presumption that Mr. Bergen was merely a braggart, and that he had come all the way from the United States to Dublin to improve his means in paternal solicitude for his family. His discreet conduct on board the ship, and his abstinence from public meetings when he arrived in Ireland, were precisely what was to be expected from one fit to perform the particular duties for which he had been selected.

Mr. R. F. Ryan arrived in Ireland notoriously for the purpose of aiding in a revolution which was to overthrow her Majesty's authority and dominion in this part of the United Kingdom. He visited the residence of one of the leading rebels in arms against the sovereign, (Mr. Doheny,) who is now a refugee in France. He was arrested on suspicion of treasonable practices, and papers found in his possession abundantly proved that the accusation was well founded. He is known to be a native of this country, and it would indeed be a strange perversion of the accepted law of nations if a subject of her Majesty, born in Ireland, and living in his native country, could go to the

United States, be admitted a citizen there, return to Ireland, use his utmost efforts to promote rebellion and overthrow the government, and then claim immunity from the British laws against which he had offended, on the ground that he owed allegiance to the United States alone. The government of the United States is even more interested than that of her Majesty in protesting against such a doctrine, because the facility with which the rights of citizenship are there obtained would be little else than protection to every foreign malefactor, and might thus cause the United States to be viewed as the enemy and the disturber of every other country.

With respect to the order issued in August last, it is to be observed that the plan publicly announced in America for promoting civil war in Ireland was, that American citizens, as they were styled, but who were at the same time Irishmen recently arrived in the United States, should go over in parties of twenty and thirty, and that each should repair to the locality with which he was acquainted and endeavor to excite the people with promises of active support from the United States—promises which the meetings, the speeches, and the subscriptions throughout the United States fully justified these emissaries in giving and the ignorant people of Ireland in believing.

No attention was at first paid to these threats by the Irish government; but when information was received from America that persons were about to embark at New York on this mission, when they actually arrived in Liverpool, and subsequently in Ireland, where they lost not a moment at the port of disembarkation, but spread themselves over the country for the very objects that had been previously announced, it became the duty of the government to take precautions for the public tranquillity, and persons coming from America were, therefore, ordered to be arrested and detained for further examination, until a communication had been made to the government. This order only called upon the authorities to be vigilant in the execution of the law in regard to persons coming from that country, where a conspiracy against the Queen's authority was openly carried on; and it was in fact fully justified by the 50 Geo. III, cap. 102, sec. 7, under which strangers, whether subjects of her Majesty or otherwise, may be arrested and detained in any district. Any unreasonable detention of parties so arrested, whether American or British subjects, would not be justifiable; and their excellencies are not aware of such having taken place. It was a matter of sincere regret to the Irish government that the stringent enforcement of this law, (at a moment when a general insurrection appeared imminent,) should have subjected some American gentlemen to inconvenience. The circumstances were fully explained, and this regret expressed by Mr. Redington in the only instance where grounds for complaint existed.

The gentlemen were also relieved from arrest immediately on the facts being brought under notice, and before twenty-four hours had elapsed, though the detention had taken place upwards of eighty miles from the seat of government.

The lords justices feel satisfied that her Majesty's government would be far from complaining that freedom of speech, in private and in public, should be protected in the United States. It is so in the United

Kingdom, where, as in the United States, sympathy with any political movement in a foreign land is no offense; but, with reference to Mr. Bancroft's allusion to Poland, it may be observed that, if tumultuous assemblages of Poles were suddenly to take place in every part of the United Kingdom upon the occasion of an anticipated rebellion in Prussia, Austria, or Russia; if English subjects had taken an active part at such meetings; if the most unmeasured abuse and the foulest calumnies against any of those governments had been there put forth, and received with enthusiasm; if large subscriptions had been obtained; if plans had been announced and organized, and partly carried into execution, for promoting rebellion, and had only been stopped by its suppression; and if, during all that time the British government had neither manifested its disapprobation nor its inclination to interfere, it is much to be doubted whether, as Mr. Bancroft supposes, its friendly relations with the powers in question would not have been in danger of serious interruption.

It is perfectly true, as Mr. Bancroft observes, that "all human affairs come before the tribunal of public opinion, and the formation or expression of a judgment by the public opinion of a people is not an act of hostility;" but experience shows that it is impossible to submit the feelings of governments, or the interests of nations, to the rigid guidance of axioms; and, if when the United States declared war upon Mexico the lively sympathies of the British people had been manifested in favor of the latter country; if meetings had been held at which the conduct of the American government had been denounced in the vilest terms of reprobation; if immense subscriptions had been collected; if men and arms had been promised to the Mexicans; and, if privateers had been fitted out against American merchantmen, it is to be feared that the American government would hardly have regarded this as the formation or expression of public opinion, nor would they have refrained from remonstrating upon it with the British government; while the natural feelings of hostility it must have engendered in the minds of the American people would have led to the interruption of friendly relations between the two countries.

If demonstrations of this kind had occurred, it must be frankly admitted that the American government would have been justified in their remonstrance, and in intimating that such a state of things was not "compatible with a continuance of friendly relations between the two governments."

As far as the Irish government is concerned, it would not appear conducive to any good end further to protract this discussion, heartily agreeing, as the lords justices do, with Mr. Bancroft, that the judgment, the interests, and the well-considered policy of the two countries, as well as their ratified treaties, guaranty the maintenance of their friendly relations; and, in conclusion, Mr. Bancroft may be informed that the Irish government, in the exercise of the extraordinary power confided to them by Parliament, have been guided by a spirit of moderation, both as respects British subjects and foreigners, who have sought to disturb the tranquillity of the United Kingdom; and as it appeared that the release of Messrs. Bergen and Ryan would not now be dangerous to the public peace, it had been determined to take

measures for their liberation even before the receipt of Mr. Bancroft's note, in Dublin, where it had been transmitted for the observations of their excellencies.

I have, &c.,

WM. M. SOMERVILLE.

G. CORNEWALL LEWIS, Esq., *&c.*, *&c.*, *&c.*

Mr. Bancroft to Mr. Buchanan.

[Extracts.]

No. 112.] UNITED STATES LEGATION,
London, January 12, 1849.

SIR: * * * * * * *

I have received your dispatch No. 44, of 18th December, directing me to enter a protest against the orders of the police department in Ireland, of August last. It would be somewhat late to do it now. The orders have long since been inoperative, and the laws under which they were issued are already a dead letter, and will expire in a few weeks. But happily, knowing well what the President's views must be, I protested at the time; protested continuously; protested formally, in a note to Lord Palmerston of 10th of November, of which I fear the full significance has escaped the President's attention, (for otherwise I trust he must have directed an unqualified approval of it,) and repeated my protests in every one of many interviews with different branches of the government, till the arrests ceased. Apologies were offered for the arrest of those against whom no grounds of suspicion existed; and the release from prison was effected, even of those of our citizens, whether native or adopted, against whom it was pretended suspicions existed.

* * * * * * * *

After turning over many books, both of American and English jurists, and ancient and recent writers on public law, and considering the bearing of many British statutes, and particularly investigating the usages of the continental powers, I took the ground of the clear and absolute right of any native of the United Kingdom, in the present age and under existing laws, to change his allegiance. This I showed from the usage of the Greek and Roman republics, which are the fountains of our law; from the abolition of all feudal servitudes; from the example of France; from the published declaration of united Germany; from a succession of British statutes, authorizing naturalization in the colonies; from the very nature of emigration, as authorized by British laws, and as fostered and encouraged, as I know, by the public voice of this country, and specially by members of the present British government. These and many more considerations have been urged in conversation, and I inferred from them that no difference should be made in this kingdom, any more than in America, between native and naturalized American citizens. In this line of argument

I persevered till Mr. Ryan was released. Had he not been liberated, they would have been presented fully in a note. On his liberation, I thought the discussion, so far as the Irish government is concerned, might, on our part, cease or be suspended, till some case should arise requiring a renewal of it. None such is likely to arise; but should it prove otherwise, the President will find me as ready as I have ever been to vindicate firmly the rights of our adopted and of our native citizens.

I trust the course I have pursued will meet the unqualified approbation of the President. Should he think that a further protest is necessary, since nothing is now doing under the orders, the protest will be as seasonable a month hence as now.

* * * * * * * * *

I am, sir, sincerely yours,

GEORGE BANCROFT.

JAMES BUCHANAN, Esq.,
Secretary of State, Washington, D. C.

Mr. Bancroft to Mr. Buchanan.

[Extract]

No. 114.] UNITED STATES LEGATION,
London, January 26, 1849.

SIR: After maturely considering your dispatch of the 18th of December, perceiving that you, in one paragraph, speak not only of protesting, but of "remonstrating," against any distinction between native and naturalized citizens of the United States; observing also that you make your dispatch my "general" guide, and are good enough to leave the form and language of the protest to my own discretion, I have believed that it was intended to give me full power to frame the paper to be addressed to the British government according to what might remain in question at the time of presenting it. Instead, therefore, of entering a protest, as such, against orders which are now obsolete, I have written rather a remonstrance or declaration of representation on the principles involved in those orders, and have embodied in it the substance of your dispatch, in a general form. I am very anxious to know if this paper, of which I inclose a copy, meets the approval of the President.

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I am, sir, sincerely yours,

GEORGE BANCROFT.

JAMES BUCHANAN, Esq.,
Secretary of State.

UNITED STATES LEGATION,
London, January 26, 1849.

The undersigned, envoy extraordinary and minister plenipotentiary of the United States of America, has been specially directed by the President of the United States to make to her Majesty's government, through Viscount Palmerston, her Majesty's principal secretary of state for foreign affairs, a representation growing out of the orders recently issued in Ireland affecting the personal liberty and rights of American citizens. Not only were the unfortunate objects of government suspicion deprived even of the small protection against unjust imprisonment which a previous *ex parte* accusation, under oath or affirmation, would have afforded; not only was the duty of exercising a calm discretion in the execution of the law dispensed with by commanding in advance the arrest of "all persons coming from America;" not only was an invidious and arbitrary distinction made between citizens of the United States and citizens or subjects of other nations, (all of which, if persisted in, must have formed the subject of a most earnest protest;) but throughout the period of the disturbances, in an order of the 18th of August last, and on other occasions, her Majesty's government have made a distinction between native and naturalized American citizens. The faith and honor of the United States are pledged alike for the protection of both.

On this subject the undersigned has been instructed to employ, in the most solemn and earnest manner, the strongest terms of remonstrance. There can be no stronger language than that of reason, justice, and humanity; and if this language is employed on the present occasion, will it not secure the respectful attention and assent of her Majesty's constitutional advisers?

The sufferings of Europe, from an excess of population, combined with other causes, have led to an annual emigration from Europe to the United States of about one quarter of a million souls; and this emigration appears to be increasing. Of this vast number, the islands composing the United Kingdom alone furnish at least one hundred and fifty thousand persons. In the past quarter of a century a million of the natives of these islands may have gone to America; in the next seven years another million of them may be added to her population. The condition of these people, when received into America, is certainly a question of the gravest magnitude—fit to be dispassionately considered, and definitively settled.

If her Majesty desires to retain in her dominions all her natural-born subjects, America will make no complaint. If, with the consent of her Majesty, this expatriation takes place, America, which receives them, should certainly be recognized as having the right so to regulate their condition as may most conduce to the well being of the emigrants, and the safety of the commonwealth.

It is certain that misery, or the fear of misery, want of employment, or the apprehension of want, despair, and hope, are among the causes which crowd the principal British havens with multitudes of emigrants. To America they are especially attracted by the opportunity of becoming freeholders. "You would be surprised," writes an unprejudiced friend

of the undersigned from New York, "to know a fact which has been brought particularly to my notice as a conveyancing lawyer—the mania of the Irish for the possession of the soil. In all the suburbs of this city, Brooklyn, Williamsburg, and elsewhere, great numbers of cheap lots are held by Irish laborers. When one of them has saved up a hundred dollars or so, he buys a lot, pays part of the price down, gives his mortgage for the rest, and never ceases till he has paid it off. They are the most punctual of debtors."

That the emigrants are not unmindful to send relief to their kindred who remain in the Queen's allegiance, appears from a fact which came to light during the discussion of the late international post office arrangements. The number of drafts from the United States on one single British house, for sums varying from one pound to fifteen pounds, was for one year £8,233. And this house was but one of many in one of the many rich and populous towns of this kingdom.

If Great Britain is relieved of the charges of burdensome people, if good is returned to its subjects from the steady influence of those affections which are not extinguished by the voyage across the Atlantic, then her Majesty's government, instead of making of this emigration a cause of discord between the two countries, doubly owes America good will.

Have these emigrants a natural right to expatriate themselves? The Roman law is the fountain of modern jurisprudence. *Ne quis invitus civitate mutetur: neve in civitate maneat invitus. Haec sunt enim fundamenta firmissima nostrae libertatis, sui quemque juris et retinendi et dimittendi esse dominum.* This right of every reasonable being to seek a new country, Cicero, the great Roman advocate, describes as the very foundation of liberty. Truth is the same in all places and in all ages. It is not one thing in the presence of a Roman prætor, and another in the court of queen's bench. It is not one thing on the banks of the Thames, and another on those of the Main, the Spree, the Tiber, or the Hudson. In enumerating the undoubted rights of all Germans, the first German parliament at Frankfort, speaking for the German people and princes, insists on the right of expatriation as a natural right. Nor did the hour of revolution first engender this doctrine. Prussia had before avowed it, and acted upon it. The sovereign of Prussia, willing to promote the happiness of all who are born in his dominions, recognizes their right to emigrate and choose for themselves a country. Even if military service is due, he freely remits the military service, and bids the emigrant God speed on his way to a new world and an adopted land. With France the United States have no difference on this subject. France, like the United States, values its citizenship too much to insist that it shall be retained by a native after he has transferred his allegiance. One of her eloquent sons, now a fellow-citizen of the undersigned, was recently elected to the Senate of the United States. France does not hold that Senator to be a French citizen. She recognizes his renunciation of his first allegiance, and takes pride and satisfaction at his commanding respect in his new home. One of the predecessors of the undersigned at this court was a naturalized American citizen.

Great Britain, Great Britain alone, claims as her subjects those of

her children who, finding no place spread for them at the too full table of their native land, seek hospitality, home, and a country under another sky.

But the undersigned begs leave to assert that naturalized American citizens are not subjects of Great Britain. Whatever difference of opinion may exist in America on the desirableness of so vast an influx of men born and educated under other institutions, the government and people of America have but one conviction as to the duty of giving full protection to those whom they receive as citizens. The naturalized citizens themselves, in the face of heaven and their adopted country, repudiate all other allegiance. When this country claims them as subjects it makes them rebels.

Nor does the acquisition of American citizenship give the means of plotting the overthrow of any part of the British government with impunity. The American government never interferes in the internal affairs of other countries; not from a want of sympathy with the nations, but from the full trust in that overruling Providence which leaves no country free from the guiding power of the intelligence of the age. By the principle of the revolution of 1688, which sanctioned the right of resistance, a British subject may consider what acts of government will justify resistance. The foreigner who becomes an American citizen has divested himself of all responsibility for political events in the land of his nativity. American citizenship is a hostage of neutality in foreign affairs.

Yet Great Britan would consider all her expatriated sons to be "subjects" still. But allegiance in this continuing sense is servitude. Are the people of this island still in a state of imperfect emancipation? Does the badge of servitude still cling to every one born in this kingdom?

Further: this feudal notion of perpetual allegiance implies the social hierarchy of superiors and subordinates from the throne through a succession of ranks, and the right to exact military or other services, imposed through all the degrees, the correlative duty of support. Does the owner of the soil desire to retain the services of all who are born upon his domains? Is the owner of the soil willing to employ and support all that are found upon it? Assuredly, his unwillingness to do so is notorious. In proof of this, witness the continuing efforts of kind-hearted landlords, by large expenditures of money, to assist the emigration of men thus dependent on their care. Witness the process of "evictions," which became of such a nature, and so frequent, as to attract the serious attention of the imperial legislature. Witness the rule which many landlords have adopted, of never permitting a new house to be built on land over which their power extends, except on the demolition of another; a rule which drives away the increase of population. Witness the determined and inexorable policy which removes from all parts of these islands, from the sparsely-settled highlands of Scotland to the rich plains of Ireland, all the population which is deemed superfluous. Witness the English language itself, as spoken in this island, where usage has added a new meaning to a word, and "*clearing*," which, in the old English tongue, as spoken in America, means the subduing the forest to purposes of fertility, has come to signify the removing of children, women, and men from an estate.

These references are not made invidiously; for it is only that America exceeds in land, and this kingdom exceeds in inhabitants. But it is plain that the claim to service derived from the old feudal subordination is given up by the landed proprietors themselves, who refuse to their subordinates shelter, or drive them from the soil by process of law, or assist their expatriation by generous contributions.

Nor is this expatriation permitted, encouraged, and enforced by the landed proprietors alone. Public opinion demands it. A most respectable quarterly journal, whose pages have been adorned by the writings of men participating in the government of this country, censures the insufficiency of the present emigration, enormous as it is, and demands its large increase for many successive years as essential to the peace and prosperity of this kingdom.

The emigrants themselves, then, the landlords, the intelligent press, the public judgment, all coincide in representing the vast expatriation which is going on as beneficial and desirable. Nor is this all. The laws of this kingdom sanction it; acts of parliament regulate it. Not a clearance is given, at Liverpool or Dublin, to a passenger ship openly laden with emigrants, but it virtually contains the assent of the Queen to their solemn and final separation from their native country.

The United States, when they receive a man to citizenship, require of him a renunciation of all other allegiance. They would as soon tolerate a man with two wives as a man with two countries; as soon bear with polygamy as that state of double allegiance which common sense so repudiates that it has not even coined a word to express it. A slave cannot have two masters; nor a freeman two lieges. In the United States, the adopted citizen becomes "*a natural born.*"

And is it right that England should question the propriety of this course on the part of the United States? The United States have, on this subject, as on so many others, adopted, or rather inherited, British legislation. The principle of making adopted citizens "natural born," and requiring of them true allegiance, is derived from a British statute, which was the law of all British America prior to the independence of the United States, and has been continued to this time by those States, without one essential modification. Reference is not now made to that British act which naturalizes foreign Protestants serving two years in a royal regiment; nor to that which naturalizes every foreign seaman who in time of war serves two years on board an English ship; nor to that which gives the rights of the natural born to all sailors who for three years serve in whaling ships; the undersigned refers to the 13 Geo. II., cap. 7, of which the preamble and enacting clause are in these words:

"Whereas the increase of people is a means of advancing the wealth and strength of any nation or country; and whereas many foreigners and strangers, from the lenity of our government, the purity of our religion, the benefit of our laws, the advantages of our trade, and the security of our property, might be induced to come and settle in some of his Majesty's colonies in America, if they were made partakers of the advantages and privileges which the natural-born subjects of this realm do enjoy:

"*Be it therefore enacted, &c.*, That from and after the 1st of June,

1740, all persons born out of the legiance of his Majesty, who have inhabited or resided, or shall inhabit or reside, for the space of seven years or more, in any of his Majesty's colonies in America, and shall not have been absent out of some of the said colonies for a longer space than two months at any one time during the said seven years, and shall take and subscribe the oaths, and make, repeat, and subscribe the declaration in the act, [1 Geo. I., cap. 13,] and also make and subscribe the profession of his Christian belief, prescribed by the act, [1 Will. & Mary, cap. 18,] before the chief judge or other judge of the colony wherein such persons respectively have so inhabited and resided, or shall so inhabit and reside, shall be deemed, adjudged, and taken to be, his Majesty's natural-born subjects of this kingdom, to all intents, constructions, and purposes, as if they and every of them had been or were born within this kingdom."

And to-day, in like manner, America in its turn advances her wealth and strength by the unexampled increase of her people; and many, even hundreds of thousands, of "foreigners and strangers" are moved by the sweet attraction "of the lenity of her government," "the purity of her religion," where religion is not the handmaiden of political institutions, the benefits of equal laws, the advantages of open trade, and the security of property, in a land where the people love the laws and institutions which they themselves have made, to come and settle in the clime which once was filled with colonies of Great Britain, France, and Spain, and now with independent States. The British Parliament in those days enacted that the foreigner "becomes, by virtue *of this act, a natural-born subject* of this kingdom;" and the United States, under nearly similar circumstances, efface the traces of his origin and adopt him as "a natural born" freeman of the American republic.

Let not Great Britain dissent from what is but the reflection and the continuance of its own policy, kept up in its colonies even to the present day, and sanctioned again with respect to its colonies by an act of Parliament passed even since the undersigned has had the honor of being accredited to this government.

Thus then, by Roman law, by the law of France and of Germany, by the law of the civilized world, by the policy adopted by Great Britain itself in its colonies, foreigners become on naturalization as "*natural born.*"

The United States cannot consent to a denial of this accepted doctrine of ancient and modern nations. Once naturalized, the persons adopted by America are no longer Bavarians, nor Prussians, nor Frenchmen, nor Englishmen; they are Americans. Wherever they are found, in whatever pursuit they are engaged, on land or on board ship, at home or abroad, everywhere they are Americans. This the United States have promised; this their faith and honor are pledged to make good.

But suppose for a moment the principle to be true, that an adopted American citizen is still a subject of his former sovereign. Last year, in the whirlwind of revolutions, language was made a guide to establish political nationality. Shall the millions in the United States of

German descent constitute a member of the new German Confederation?

Of the natives of these islands it has already been said that perhaps a million are already in America, and another million, as it were, on the wing. Are these millions to remain subjects of her Britannic Majesty, bound to obey the voice of this country? In the midst of the American republic are they to seat themselves as the vassals of monarchy, owing fealty to an hereditary sovereign? Is England sending among the United States, not only people to be provided for by sharing in the opportunities of industry, but sending "subjects" who may get arms and still serve her Majesty? Is England planting garrisons in all our towns, and in all our territories? The good faith of the British government forbids the supposition, that England is seeking either to make war on our republican institutions, or to fill our country with men still bound to her service. And as a consequence, good faith requires that Great Britain should renounce all claim to allegiance from naturalized American citizens.

And how would the doctrine, if true, affect the emigrant himself? He that owes allegiance to her Britannic Majesty cannot hold land in the United States. He that owes allegiance to her Britannic Majesty cannot serve in the government. Now, when men quit these islands because they cannot find in them bread, when in tears and sorrow they transfer their allegiance and homes, will the sovereign of these realms follow them to the new world with a doctrine which would stifle their aspirations and destroy all their hopeful prospects? Shall English obligations go with them where those obligations only arrest their career of prosperity, and blight their happiness? If this were so, emigrants to the new world would be as much insulated in America as the Jews were in Europe in the middle ages. And if America consents not to exclude forever the foreign emigrant from franchises, shall such perpetual disfranchisement be the act of the country from which he sprung? Humanity forbids it. Humanity so revolts at it, that it cannot even image to itself the dreadful consequences that would follow from the doctrine of perpetual allegiance. The doctrine that natives of the United Kingdom remain subjects of her Majesty even after expatriation and naturalization in the United States, is altogether, at all times, in all places, and at all hazards, inadmissible.

For centuries, the King of England wore the title of "King of France." Good sense at last renounced the title. Yet the sovereign of England was as truly sovereign over France as now sovereign over adopted American citizens.

It is quite time that the two nations should come to an understanding on this subject. If the United Kingdom really wishes to retain as subjects all the natives of this realm, let the United Kingdom forbid the emigration of its sons. But if their emigration is permitted, and even stimulated, the land which accepts the anxious responsibility of receiving them must take full power of regulating their political condition.

The undersigned avails himself of this occasion to renew to Viscount Palmerston the assurance of his most distinguished consideration.

GEORGE BANCROFT.

Mr. Bancroft to Mr. Clayton.

No. 141.] UNITED STATES LEGATION,
London, August 21, 1849.

SIR: I annex a copy of a paper just received from Lord Palmerston in reply to my note of 26th January last.

I take this occasion to say that, comparing the passage in No. 48 from the department, beginning at "*but he*" (the President) "*still entertains*" * * to the end of the dispatch, with the first part of my note to Lord Palmerston of 26th January, I confess myself unable to perceive the difference between the opinion of the President as expressed on the 17th of February, regarding what should be done by me, and what I had actually done. I have in that note, as you will perceive, protested specifically against the two orders of the 2d and 18th of August last, and on the very grounds on which the President wished it done. It is true, I called the paper, on one occasion, "a remonstrance," and on another, "a representation," but it was also none the less a *protest*, which is "*a solemn declaration* of opinion."

The British government has never been left in doubt as to the opinion which the American government entertained of the character of the orders of the 2d and the 18th of August last.

I am, sir, sincerely yours,

GEORGE BANCROFT.

Hon. JOHN M. CLAYTON,
Secretary of State, Washington, D. C.

Lord Palmerston to Mr. Bancroft.

FOREIGN OFFICE, *August* 16, 1849.

The undersigned, her Majesty's principal secretary of state for foreign affairs, has the honor to acknowledge the receipt of the note which Mr. Bancroft, envoy extraordinary and minister plenipotentiary of the United States of America at this court, addressed to him on the 26th of January last, referring to the imprisonment in Ireland of some American citizens, who were arrested in that country in August, 1848, under the act 11 and 12 Vict. cap., 35, and remonstrating against the consequences of the doctrine which Mr. Bancroft assumes to be maintained in this country in regard to the allegiance due to the Queen from her Majesty's natural-born subjects.

In reply, the undersigned begs to state, that he apprehends that the remonstrance contained in Mr. Bancroft's note has originated in a mistaken notion as to the doctrine held by her Majesty's government upon this matter; because Mr. Bancroft states that one consequence of the British doctrine of natural allegiance is, that Great Britain denies to the United States the right of regulating the condition of emigrants from Great Britain in such manner "as may most conduce to the well-

being of the emigrants and the safety of the (American) commonwealth." Now, although by the law of England natural allegiance is a tie which cannot be severed or altered by anything but the "united concurrence of the legislature," and although it is true (as observed by Mr. Justice Story, an eminent American authority) that "every nation has hitherto assumed it as clear, that its laws extend to and bind natural-born subjects at all times and in all places," yet her Majesty's government do not dissent from the opinion of the same learned judge, that "in speaking of the right of a state to bind its own native subjects everywhere, we speak only of its own claim and exercise of sovereignty over them, and not of its rights to compel or require obedience to such laws, on the part of other nations;" and her Majesty's government concur with Mr. Justice Story, in maintaining that "*every nation has an exclusive right to regulate persons and things within its own territory according to its own sovereign will and polity.*"

The undersigned considers the above exposition of public law to be perfectly correct, and it appears to him to meet the objections to the doctrine of her Majesty's government which have been raised in Mr. Bancroft's note.

With reference to those observations of Mr. Bancroft, from which it would appear that he assumes that her Majesty's government is disposed to doubt whether the poorer classes of emigrants who have come from Great Britain to the United States have a natural right to expatriate themselves, the undersigned begs to observe that it has never been denied by the British government that those persons leave this country by virtue of that right, which is asserted by Mr. Bancroft to be the foundation of all liberty, namely, "the right of every reasonable being to seek a new country;" and it is well known that by the laws of Great Britain no restraint can, except in very special cases, be placed upon the perfect liberty of every British subject to leave the realm, when and for whatever period of time he chooses. It does not appear, however, that the passage quoted by Mr. Bancroft from Cicero sanctions expatriation, in the sense of a voluntary abjuration of natural allegiance, without the assent of the sovereign power; nor does an emigrant's departure from Great Britain debar him from returning thereto, at any subsequent time, as a natural-born subject. So long as the emigrant remains in the United States, or in any other country, he is amenable to the laws of the country in which he resides; and it cannot therefore be said, as suggested in Mr. Bancroft's note, that the British crown, by permitting its subjects to emigrate to the United States, is sending among the United States not only people to be provided for by sharing in the opportunities for industry, but "subjects" who may get arms and still serve her Majesty, or that England is planting garrisons in all the territories of the Union.

The undersigned has also to observe that Mr. Bancroft has referred generally to the orders issued in Ireland last year for the arrest of suspected persons, and has alluded to the distinction drawn by her Majesty's government between native and naturalized American citizens; and, although Mr. Bancroft's argument does not bear specifically upon that point, the undersigned begs leave to repeat what he has stated in his previous correspondence with Mr. Bancroft respecting

this matter, namely: that natural-born subjects of Great Britain, who may have become naturalized in a foreign country, but who return to the United Kingdom, are as amenable as any other of her Majesty's subjects to any laws which may be in force, either of a permanent or of a temporary nature; and the maxim, "*ignorantia legis non excusat*," must apply to them as well as to those who may be permanently resident within the United Kingdom.

The undersigned begs, in conclusion, further to remark, that the Stat. 13 Geo. II, c. 7, to which Mr. Bancroft has adverted, has no bearing upon the *status* of a native of Great Britain naturalized in the United States. That statute applies only to persons not being subjects of Great Britain, who settled in America before the declaration of American independence. And it never has been contended by Great Britain that that statute would affect in the slightest degree the "*status*" of the foreign settler as a subject of the country of his origin, if he should think proper to return to such country.

The undersigned has the honor to renew to Mr. Bancroft the assurances of his high consideration.

PALMERSTON.

GEORGE BANCROFT, Esq., *&c.*, *&c.*, *&c.*

Mr. Bromberg to Mr. Clayton.

[Extract.]

No. 5.] CONSULATE OF THE UNITED STATES OF AMERICA,
Hamburg, June 25, 1850.

SIR: I had the honor to address you on the 23d of last month. I now take the liberty of communicating to you a case in reference to a citizen of the United States, which I deem it my duty to lay before you, although no final decision has been made by the authorities here in reference thereto.

An individual named Theodore C. Schuster, born here, in 1826, left when fourteen years of age; he had been duly naturalized in the United States district court for Massachusetts, and besides, had a mariner's protection issued at the Boston custom-house. Said Schuster arrived here on the 10th of May last, in the brig Czarina, of New Orleans; his mother residing here, he was desirous to remain in Hamburg for a short time. Before leaving the Czarina, he received a notice from the committee on arming, (bewaffnung's committee,) to to appear before them, being liable to do military duty, as being born here. The notice was left on board the Czarina by the police; but, on Schuster's promising to come to the committee's office after seeing the United States consul, they left. Mr. Schuster being undecided how long he might remain here, I deemed it best to go with him to the chief of the arming committee, Dr. Kleinworth, and, at the said Dr. Kleinworth's request, I not only produced the proofs of Mr. Schuster being a United States citizen, but left his papers with Dr.

Kleinworth, by him to be laid before the committee. After a lapse of several days, I received the papers back, and on the 31st of last month I received from Dr. Kleinworth a note. (Translation hereby inclosed marked letter A.) Thereupon, I addressed a note (copy hereby inclosed marked letter B) to Syndicus Merck, in charge of foreign affairs, and, on the 19th instant, I received from the syndicus a note. (Translation and original, I deemed it best to send it, herewith transmitted, marked letter C.) I replied by note, (copy herewith transmitted marked letter D,) and from the tenor of Syndicus Merck's, note, I should not be surprised if an attempt was made to compel said Mr. Schuster to do military duty, or, in default thereof, imprison him. I have deemed it my duty to protect said Mr. Schuster as far as lay in my power. In the present state of Germany, when every one is made to serve in the army, these attempts to oblige adopted citizens to do military duty, will be frequent, and your instructions how to act, would relieve me of a great responsibility.

I would also call your attention to the case of John Gottfried Heyne, an affiliated citizen of the United States, to whom permission was refused to work here, even for a short time, at his profession as a mechanician, by the police authorities; and the person wishing to employ him, prohibited from employing said Heyne. The affidavit of Mr. J. G. Heyne, (marked letter E,) which I hereby transmit, shows the whole case; and letter F (inclosed herewith) is a copy of a note I addressed to Syndicus Merck on the subject; but, as sixteen days elapsed before the senate decided in the first case, I do not know how long it may be before I hear more of this matter; in the mean time, the man dare not work, and has hardly the means to live without doing so. In this case of Mr. Heyne, I believe, that being only an affiliated citizen, if he resides out of the United States, he cannot, I think, acquire the right of citizenship; but being abroad, after having renounced allegiance to his former sovereign, where could he look for protection? If I had doubts in this case, I deemed it best to try to protect him as far as I could, but must, in these cases as in all others, best be guided by your instructions. * * * * * *

Finally, I would remark that the Hon. W. Forward, during his short sojourn here, on being made acquainted by me with Mr. Schuster's case, advised me to persevere in the course taken.

I remain very respectfully, your obedient servant,

SAMUEL BROMBERG.

Hon. JOHN M. CLAYTON,
Secretary of State, Washington, D. C.

[Translation.]

A.] BUREAU OF THE ARMING COMMITTEE,
Hamburg, May 31, 1850.

The undersigned has laid the papers relating to J. C. Schuster, which you did me the honor to hand before the arming committee; and the committee regrets that in their position they cannot grant the

request to release him from his liabilities to do military service, as there is legally nothing before them which might exonerate him therefrom; and I am requested, sir, to notify you, that any further steps you may deem requisite you must appeal to the high senate who alone are competent to decide further, in this case.

With assurances, &c.,

KLEINWORTH, Dr.,
First Official.

S. Bromberg, *Consul &c.*,

B.] Consulate of the United States of America,
Hamburg, June 3, 1850.

Sir: The undersigned begs leave to address you in reference to one Theodore C. Schuster, a naturalized citizen of the United States of America, who came to this city as a mariner on board the brig Czarina, of New Orleans. Shortly after his arrival here, the said Schuster received a notice to appear before the bewaffnung's committee of this place. Mr. Schuster called on me, and producing his proof of being a United States citizen, I called (said Schuster not knowing how long he might remain here) on Dr. Kleinworth, to explain to him how said Schuster could not be liable to do military duty here, or elsewhere, except in the United States of America, being a citizen thereof. At the request of Dr. Kleinworth, I left the documents proving said Schuster to be a United States citizen, with him, said Dr. Kleinworth, and on receiving, on the 31st of last month, a note from the bureau of the Bewaffnung's committee informing me "that there was no lawful proof of said Schuster not being liable to do military duty here," I can only suppose that my application at the bewaffnung committee was wrong, and I ought at once have applied to you, sir; for I cannot suppose a citizen of the United States of America (either native or naturalized) can be liable to do military duty in the city of Hamburg.

Permit me, sir, in conclusion, to remark, that my applying to the bureau of the bewaffnung's commission arose from no want of due respect towards you; but only from a desire, as said Schuster might shortly leave, to expedite the proving of his not being liable to do military duty, deeming the proof thereof so good I did not want to intrude myself on you.

With assurances, &c.,

SAMUEL BROMBERG,
Consul United States of America.

His Magnificence Syndicus Merck.

[Translation.]

C.] Hamburg, *June* 18, 1850.

The undersigned, syndicus, has the honor to reply to the kind favor of the 3d instant of the United States consul, S. Bromberg, as follows:

Theodore C. Schuster was born at Hamburg, in 1826, and according to the laws of this State, liable to do military duty in 1847. Therefore, in 1847, his name was put in the wheel and a number drawn for him, by which drawing he became obligated to do military service in our contingent. Being absent, no proceedings could be had against him until he returned, a few weeks since, on board of an American vessel.

Should you, sir, take it for granted that said Schuster, by becoming a citizen of the United States, has been released from his previous existing liabilities towards the State of Hamburg, I am sorry to say I cannot coincide in this view.

Considering all legal grounds, the Hamburg government may rely and appeal to reciprocity, for the United States would never consent to let any individual belonging to them by birth and nationality evade the duties arising therefrom.

As little (so wenig) as the United States will acknowledge as legal a right of citizenship acquired in another State, and as little will consent that a citizen by birth, being obligated to defend his country, may withdraw himself from this duty by entering in another States union, the less can they dare (dürfen) demand this from the State of Hamburg.

Moreover, the laws of Hamburg make the discharge (austritt) out of the nexus,* which is to be done on certain conditions, expressedly dependent on the consent of the government; therefore, said Theodore C. Schuster could not legally enter into the States Union of the United States, for he must, moreover, on this side, be considered so long as belonging to the State of Hamburg, until his release has been legally pronounced by the government of Hamburg, and this could only be done when he had fulfilled his military duty, either in person or by substitute, or had been expressly released from them by said government.

The subscriber doubts not that the recapitulation of these simple facts and legal maxims will prove satisfactory, and may prove to convince the consul, &c., that the committee on arming has only done what was right of them, by requiring said Schuster, as a native-born Hamburger, to fulfill his duty by serving in the military, and takes this occasion to assure you, sir, &c.,

MERCK, Dr.

S. Bromberg, &c.,
Consul United States of America.

D.] Consulate of the United States,
Hamburg, June 21, 1850.

The undersigned, United States consul, has the honor to acknowledge the receipt of your favor of the 18th instant, and would hereby take the liberty to make a few remarks only, not being desirous of provoking a controversy, which must eventually be decided by the govern-

* Nexus is a law bureau, where by going through certain forms and paying certain moneys, an individual is proclaimed to be discharged therefrom; being then no more regarded as a Hamburg citizen

ment he has the honor to represent, and to whom he will without delay submit the case in question.

The undersigned can hardly consent to go back to the time when said Theodore C. Schuster has been liable to military duty in this city; said Schuster left when a minor, (1840,) and whilst acquiring the right to become a citizen of the United States, he could not at the same time be liable for or in another State to any duty or fealty.

The United States government has always upheld the doctrine, and in defence thereof, poured out their blood and treasure, that those that became citizens of the United States by adoption were entitled to their full protection, and no power or potentate could under pretense or claim of former allegiance, impress or force them into service.

Further, to adopt the doctrine that no person may become a United States citizen, without the consent of the State or potentate to whom he owed fealty, would strike at the very root of our naturalization laws. Those desirous of being admitted to the rights of citizenship are required to swear, even when declaring their intentions to become citizens, "that they have entirely renounced and abjured all allegiance and fidelity to every prince, power, or potentate; and in being obliged to take this oath, the person so doing, can certainly not continue to owe fealty or service to any other State, nor can the right and privilege of becoming a citizen of the United States ever be made dependent on the consent or approval of any power or potentate.

There is no law in force in the United States taking cognizance of the absence of any citizen, if becoming a subject or citizen of a foreign power, he loses his privileges of citizenship; but the United States would never compel a reluctant service from any one desirous to expatriate himself.

The undersigned can, therefore, till the decision of his government is known to him, only protest, and does hereby protest, against the said Theodore C. Schuster being molested in any way, manner, or shape, during his stay or sojourn in the city of Hamburg.

And the undersigned takes this occasion to renew to you, sir, the tender of his highest esteem and consideration,

SAMUEL BROMBERG.

His Magnificence Syndicus MERCK.

E.] CONSULATE OF THE UNITED STATES OF AMERICA,
Hamburg, June 21, 1850.

I, John Gottfried Heyne, being duly sworn, do depose and say, that I am born at Muserburg, Kingdom of Prussia; that on the 16th day of May last, after having resided in the United States for eighteen months, I declared my intention, in the superior court of the city of New York, to become a citizen of the United States; that I procured a certified copy of said declaration, and also an instrument dated New York, May 20, 1850, and signed by J. B. Nones, a sworn notary public of said city of New York, certifying my being an affiliated citizen of the United States, and entitled to its protection; that I

arrived at Hamburg, per ship North America, from New York, on or about the 17th instant; that I called at the office of the United States consul at Hamburg, who indorsed his visé on my papers; that being obliged by the state of my health to remain at Hamburg some time, I found work at my profession as a mechanican, and was advised to apply at the police bureau for a permit to remain here for some time; that on calling at said police bureau, (on the 19th instant,) and after producing my papers to the persons employed therein, I was informed I had better not remain at Hamburg; that the police bureau might grant me a card to permit me to remain here for a few days, but that under any circumstances I could never be permitted to work here, for the police bureau would not grant me permission to do so, and the person I engaged with could not employ me without such permit; and this I was told by said person he dare not do, being liable thereby to a heavy fine; that I then again called on the United States consul, who volunteered to go himself to see the police authorities, but on account of the crowd in said police bureau, could not procure a hearing; that said consul then wrote a letter to the police authorities, which I took sealed to said bureau; that said police authorities, after reading said letter, told me that I might remain at Hamburg for a short time, but must not think of working here; that I should attend next day, as they would lay the consul's letter before the chief of the police bureau, called a senator; that I attended as requested, on the 20th, when I was told by the chief of the bureau, after many questions being put to me, (to all of which I declared of considering myself entitled to the protection of the United States, and as such ought to be permitted to work here for my support during my stay here,) that I should not, and could not be allowed to work here; that I had better return to the United States, or to Prussia, where I originally belonged, and the letter of our consul was returned to me opened amongst my papers. And further deponent saith not.

JOHANN GOTTFRIED HEYNE.

CONSULATE OF THE UNITED STATES OF AMERICA AT HAMBURG.

Sworn to before me, the day and year above written.

SAMUEL BROMBERG,
Consul, U. S. A.

F.] CONSULATE OF THE UNITED STATES OF AMERICA,
Hamburg, June 22, 1850.

The undersigned, consul of the United States, feels sorry to trespass again on your valuable time, but feels himself constrained to call your attention to a case wherein an individual named John Gottfried Heyne, an affiliated citizen of the United States, has been refused even the right of following in this city his profession as a mechanican; said Heyne arrived here on or about the 17th instant, from New York, and produced to the undersigned his papers, proving him to be an affiliated citizen of said United States.

The said Heyne, being obliged by circumstances, not material to the point at issue, to remain here some time, found employment at a respectable shop; with the proofs thereof he called at the bureau of the police administration for his permit (aufenthalts-karte) to remain here, but said Heyne was informed he could not be permitted to work here. Heyne then applied to the undersigned, who, thereupon, addressed a few lines to the police administration, stating said Heyne's case, and informing them of said Heyne being entitled to the protection of the United States.

The said Heyne, attending at the bureau of police administration yesterday, as per request, he was again informed by the chief of said bureau that under any circumstances could he [be] allowed to work in this city, and had better return to the United States, and the lines which the undersigned took the liberty to address to the police administration were returned to him, the said Heyne, and by him to the undersigned, who will not comment on these facts, being ignorant of any law whereby an individual owing allegiance to a friendly power may be prevented to follow, peacefully and unmolested, his vocation in the Hamburg State or territories.

And the undersigned takes again this occasion to assure you, sir, of his highest esteem and regard.

SAMUEL BROMBERG.

His Magnificence Syndicus MERCK.

CONSULATE OF THE UNITED STATES OF AMERICA,
Hamburg, June 19, 1850.

John Gottfried Heyne, who, by his papers, is entitled to the protection of the United States of America, has called at this office and reports that the police authorities of this city have refused him a card of permission to work here at his trade as a mechanician. If such be the case, I can only suppose this originated in some error, knowing that said J. G. Heyne, being an affiliated citizen of the United States, should not be prevented from following his lawful vocation, and therefore trust no obstacles will be thrown in said Heyne's way so to do.

With assurances of my highest esteem and regard,

SAMUEL BROMBERG,
Consul United States of America.

EIN HOCH LOBLICHT,
Polizey Administration.

Mr. Bromberg to Mr. Clayton.

[Extract.]

No. 6.] CONSULATE OF THE UNITED STATES OF AMERICA,
Hamburg, July 2, 1850.

SIR: I had the honor of addressing you on the 24th of last month, inclosing documents in reference to several cases at issue with the

Hamburg government. Nothing new has occurred in the case of Schuster, who yet remains here. Mr. Heyne has not received permission to work here, and, being prevented from doing so, he has not the chance of earning enough to join his family in Prussia, previous to removing them to the United States. The syndicus has not replied to my note in relation to Heyne's case, nor explained why a communication sent to a component part of the Hamburg authorities, under the seal of the consulate, had been returned (or rather handed) open to a third party. The Hamburg government either have dropped these cases or have carried them to your department for a decision, and I must await your favors before I could deem it advisable to agitate these matters further.

* * * * * * * *

I remain, very respectfully, your obedient servant,

SAMUEL BROMBERG.

Hon. JOHN M. CLAYTON,
Secretary of State, Washington, D. C.

Mr. Hodge to Mr. Everett.

[Extract.]

No. 15.] MARSEILLES, *November* 16, 1852.

SIR: * * * * * * * *

I have an unpleasant affair in my charge. It is the *detention of an American citizen*, Mr. Allibert, of New Orleans, as an "*insoumis.*" He is well known to the Hon. Pierre Soulé, United States Senator from Louisiana. He left this city in 1839; went to New Orleans; applied in 1841 to be naturalized; received his papers of naturalization on 10th July, 1846; came here in August, 1852; arriving at Digne, Basses Alpes, his native village, was arrested as an "*insoumis*;" after long detention, was tried by a "*conseil de guerre*," and, in opposition to the orders of the honorable minister of war, he was condemned to a month's imprisonment. Monsieur Carpentin, "*commissaire du gouvernment*," called to inform me of the decision, and that Mr. Allibert was detained in the Fort St. Nicholas. I expressed myself in such decided terms as regarded this national insult, this violation of all national law, this gross outrage of the sacred rights of an American citizen, and the course my government would take, that he was released after three hours' detention, and he is now "on parole." On the following day, 16th October, I wrote a full, detailed account of the affair to General Hecquet, commander-in-chief of this ninth military division of the empire. I protested in the most decided manner against this violation of the law of nations; and "I protest against this military decision as violating the sacred rights of an American citizen, guaranteed by an act of Congress and confirmed by the unanimous voice of the American people; I protest against it as in opposition to the code of the great Napoleon, chap. 2; I protest against it," &c.

The answer from General Hecquet was received on 22d October. On 25th same I sent copies of the documents to the Hon. William C. Rives, minister plenipotentiary, envoy extraordinary, &c., at Paris, observing, (in addition to full details): "To your superior judgment I transfer it, well satisfied that an American citizen, whether born on the soil or adopted, we know no difference, will meet that protection which the law of the land and the unanimous voice of the nation guaranty." He has not replied to me, which leaves me at a loss to conjecture how he views this affair. He may think it not entitled to his attention, or disposed to let me act on my own responsibility. If I knew such to be the case, "*coûte que coûte*," I should neither shrink nor hesitate. Mr. Allibert is an adopted citizen, entitled to the same protection as if born on the soil, and in this consulate all such shall have it. He has been detained *since August;* his commercial business in New Orleans suffers very much owing to this detention. By the next steamer copies of the correspondence, documents, &c., shall be forwarded to the honorable Secretary of State, and I solicit to be informed how I am to act if another instance occurs, of which I have no doubt, as I was told it would be to an *honorable* senator of the United States, if he visited France, and were an "*insoumis.*" This is the second appeal I have made to the department, (first, see dispatch No. 1, 3d March, 1850,) as the honorable minister resident at Paris declined replying, or did not, to my letters of 16th January and 23d Febuary, 1850, of which copies were forwarded to the department. The Hon. John M. Clayton, at that time Secretary, in his dispatch, 9th May, 1850, says that the course pursued by me "meets the approbation of the department," which I flatter myself will be the same on this great national question. I am fully aware of my limited powers, only a commercial consul, but "the consul" of one of the greatest powers. * * * * * * * *

I have the honor to be, with great respect, sir, your very obedient servant,

JOHN L. HODGE,
United States Consul at Marseilles.

The Hon. SECRETARY OF STATE, *Washington.*

Document No. 2.

[Translation.]

NINTH MILITARY DIVISION, GENERAL OF DIVISION, THIRD BUREAU, No. 1743.

MARSEILLES, *October* 22, 1852.

MR. CONSUL: I have received the letter which you did me the honor to address to me on the subject of Mr. Allibert, the insubmissive young soldier of the department of the Lower Alps, and, since his insubmission, a naturalized citizen (*sujet*) of the United States of America.

In bringing before a court-martial this individual, charged with an

offense which, according to our French laws, admits of no plea of limitation, and which was committed by him before his naturalization as an American citizen, I have only complied with the law, with established jurisprudence, and with a special instruction from the minister of war, to whom I had applied in the particular case of Mr. Allibert.

The court-martial having pronounced against him the penalty of imprisonment, I took it upon myself, through consideration for the government of the United States, to suspend the execution of the sentence, and I immediately made a report of this to the minister of war. I also sent him your letter, which I am now answering.

You will understand, Mr. Consul, that I have neither the power to violate or omit the formalities of justice, nor the right to amend the judgments rendered by it. The power is merely conferred on me to suspend in certain cases the execution of those decrees, and I have used it in favor of Mr. Allibert. This is all which it was possible for me to do; the rest is within the competency of the government alone. I do not doubt of a prompt disposition on its part to intervene.

Be so good, Mr. Consul, as to accept the assurance of my high consideration.

HECQUET,
Gen. of Division, Com'dg the 9th Military Division.

The CONSUL OF THE UNITED STATES OF AMERICA, *Marseilles.*

No. 3.

[Translation.]

NINTH MILITARY DIVISION.—POST OF MARSEILLES.—COURT-MARTIAL, PUBLIC PROSECUTOR'S OFFICE.

MARSEILLES, *October* 29, 1852.

MR. CONSUL: I have written, by mail, to Mr. Lucian Allibert, at Puymoisson, for the purpose of informing him that, on the appeal drawn up by me against the judgment which condemns him to a month's imprisonment for insubmission, the council of revision has broken that decision, and sends him back before the court-martial at Toulon.

In case Mr. Allibert should not receive my letter, I have the honor to request you to be so good as to cause the one which is herein inclosed to reach him.

Be so good, Mr. Consul, as to accept the assurance of my high consideration.

A. CARPENTIN,
Commissioner of the Government, near the Court-Martial.

The CONSUL OF THE UNITED STATES, *Marseilles.*

Document No. 6.

MARSEILLES, *November* 20, 1852.

The present will be handed to you by Mr. Allibert, an American citizen, who goes to your city, having been arrested as an "*insoumis*," which I in no way admit. I have protected him, shall continue to do so as a naturalized citizen, being the same in the United States as if born on the soil. You will do all in your power to aid, assist, and protect him in this extraordinary trial before a military court in violation of national law, of that of the United States, and of the Code Napoleon. I will write you more fully on this subject, as the present is merely, as Mr. Allibert goes off at once, to make him known to you.

Your obedient servant,

J. L. HODGE.

MONS. TROUCHET,
United States Vice-Consul at Toulon.

Document No. 4.

[Translation.]

NINTH MILITARY DIVISION, THIRD BUREAU, No. 1588.

MARSEILLES, *September* 18, 1852.

In a dispatch of the 15th of this month, the minister of war orders me as follows:

The commissioner of the government near the court-martial, in your division, calls my attention to the affair of the man named Allibert, (Lucian,) who has been arraigned on a charge of insubmission as a young soldier, of the class 1839, of the department of the Lower Alps.

This officer makes known to me that Allibert, who embarked in 1838 for New Orleans, where he caused himself to be naturalized as a citizen of the United States on the 10th of January, 1846, entrenches himself now behind his act of naturalization, as having released him from all prosecution as an insubmissive, and moreover from the obligation to serve.

This claim of Allibert is founded on right, if it is really sustained by an act of naturalization dated the 10th of January, 1846. This man, by the fact of his naturalization, has lost the quality of a Frenchman, and is consequently incapable of serving among the French troops in the terms of article 2 of the law of the 21st of March, 1832.

As to the offense of insubmission which he has committed, it could not certainly be blotted out by the fact alone of his naturalization; but it must be acknowledged that he is now covered by the limitation of three years, (article 638 of the Code of Criminal Prosecution,) which period commenced on the day in which Allibert became a citizen of the United States, lost his quality of Frenchman, and ceased to be liable to serve.

If it were otherwise—that is to say, if the three years established for the duration of the limitation had not lapsed at the time of the arrest of Allibert—it is certain that this man, notwithstanding his new quality of citizenship of the United States, would have to answer for an offense which he had committed against the French law when he was a Frenchman.

Every judgment of condemnation which could at that time have been rendered against him would, beyond any doubt, have had to be carried into effect; only, at the expiration of his penalty, instead of being incorporated into a regiment, he would have had to be set at liberty.

In the present state of things, if Allibert brings proof of an act of naturalization, dated the 10th of January, 1846, the court-martial must make this act and article 638 of the Code of Criminal Prosecution, the basis of its action, and simply acquit him on the charges made against him.

Be so good, in what concerns you, as to conform to the foregoing directions.

By the general of division commanding the ninth military division.

By order:

The COLONEL OF THE STAFF.

A true copy.

The COMMISSIONER OF THE GOVERNMENT NEAR THE COURT-MARTIAL OF THE GENERAL MILITARY DIVISION.

Signed: SERSY.

Mr. Hodge to Mr. Everett.

[Extracts.]

No. 16.] MARSEILLES, *November* 22, 1852.

SIR: I regret that I have to intrude such voluminous documents on the valuable time of the honorable Secretary of State, so soon after his installation into office. They relate to the affair—a national question—noticed in my last dispatch, No. 15, of the 16th instant: the rights of an adopted citizen, Mr. Allibert, of New Orleans, who was arrested early in August as an "*insoumis*," tried on the 15th of October by a petty "*conseil de guerre*," and condemned to a month's imprisonment.

Document No. 1.—My letter to General Hacquet, commander-in-chief of this ninth military division of the empire, which will fully explain the details of this extraordinary affair. I requested Mr. Allibert not to appeal; if done, it would be acknowledging the right of a petty military court to try an American citizen. The court of revision at Paris (see Document No. 3) annulled the decision of a month's prison, and gave orders for a new trial at Toulon. It has been intimated to me from a high source, "it has been so decided to have Mr. Allibert liberated." He left here last evening for Toulon, in the expectation that the new trial would take place this week.

Document No. 2.—General Hacquet's letter to me in reply to mine

of the 16th of October. If it had depended on the general, no trial would have taken place, as he remarked to me on the 15th of August: "Comme une preuve de la confiance et de l'estime qui j'ai pour vous, je suis charmé d'avoir l'occasion de vous en donner une preuve et je donnerai l'ordre que Monsieur Allibert soit mis en liberté sans caution, ni sans être tenue de fournir un remplacement, mais seulement en sa qualité de citoyen des Etats-Unis." [As an evidence of the confidence and esteem which I have for you—and I am pleased at having an opportunity of affording you evidence thereof—I shall give orders that Monsieur Allibert be set at liberty, without security and without being required to furnish a substitute, but merely in his character as a citizen of the United States."] Unfortunately, the prefect of the Basses Alpes had sent the affair to Paris, and no action could be taken except from that quarter, which has caused this affair to linger in so strange a manner.

Document No. 3.—Letter from Mr. Carpentin, *commissaire du gouvernement*.

Document No. 4.—Letter from Colonel Count de Sercey, chef d'etat-major, of 18th September, handing extracts of the minister of war's instructions of 15th, same, in regard to this affair, which positively state that Mr. Allibert should be released if the proofs were as represented; all which was fully justified—admitted by the "*conseil de guerre*" to be correct. Notwithstanding these orders, this tribunal condemned him! The *commissaire du gouvernement*, some days after the decision, told me if an honorable Senator of the United States Senate should visit this country, and it were proved that he was an "insoumis," he would be arrested by the gens d'armes.

Document No. 5.—My letter to the Hon. William C. Rives, minister plenipotentiary, envoy extraordinary, &c., &c., at Paris. I saw that this affair would train, consume great time, expense, and be ruinous to Mr. Allibert's business in New Orleans. Knowing it could instantly be decided at Paris, *there only*, I wrote to the honorable minister; otherwise I should not have done so, but, on my own responsibility, brought it to a close. For reasons unknown to me, the honorable minister appears not to have taken notice of it, as he has not replied to me in the cause of a suffering countryman. His motives may be judicious—a dread to come in contact with the imperial government, as it might interfere with other views. It would, however, have been a satisfaction to me if the honorable minister had replied to me.

Document No. 6.—A few introductory lines, for Mr. Allibert, to the United States vice-consul at Toulon, which I gave to show that I continue to act with a firm determination to protect an American citizen.

Mr. Allibert has been treated with such crying injustice, as well as gross insult also to our country, that I think an "*amende honorable*" is not only due, but that he should be compensated for his heavy expenses, wanton loss of time, and the disgrace of imprisonment.

Unacquainted with the law of nations on this subject, so familiar to the honorable Secretary, I respectfully touch on this delicate question.

I have a voluminous correspondence, which I do not send, as the above documents will fully explain the nature of the affair.

* * * * * * * * *

I noticed in the French papers that a similar call lately took place in another quarter of France. The "*insoumis*" had been naturalized in the United States; he was tried, condemned, and obliged to serve in the French army. I should be pleased to have decided instructions, as I am nothing but a consul—no diplomatic powers. I will, however, carry out, to the full extent, whatever I may be ordered by the honorable Secretary of State.

I have the honor to be, with great respect, sir, your very obedient servant,

JOHN L. HODGE,
United States Consul at Marseilles.

The Hon. SECRETARY OF STATE.

Document No. 1.

CONSULATE OF THE UNITED STATES OF AMERICA,
Marseilles, October 16, 1852.

SIR: As general-in-chief of this ninth military division, which distinguished command you have filled in so honorable a manner to yourself and country, so universally esteemed have you been, owing to your course of strict justice, that I feel a confidence in addressing you, and placing before you the details of the arrest, trial, and condemnation by a "*conseil de guerre,*" as it is called, of an American citizen, on the plea that he is an "*insoumis,*" and subject to the laws of France.

Mr. L. Allibert, a native of the Basses Alpes, embarked, in 1838, at Marseilles for the United States, a youth under eighteen years of age, fully authorized, having a passport from the mayor of this city. In 1841, he applied to the United States district court, sitting in New Orleans, to become a citizen, renouncing all allegiance to the then reigning monarch, Louis Philippe. After the usual term, as prescribed by law, five years' residence, proof of good conduct, &c., he was admitted to the rights of an American citizen. Absent from this country fourteen years, little intercourse with his family, anxious to see his venerable father, he left New Orleans, with a regular passport, French consul's visé, also the *original certificate of naturalization*, dated July 10, 1846. As a citizen of the United States he did not anticipate any molestation in France. He passed through this city. On arriving at his father's residence, Basses Alpes, he was immediately arrested as an *insoumis* of 1839. Since *August* 16 *he has been in charge of gens d'armes*, or having his father, a wealthy *propriétaire*, as security that he would not quit France, but be forthcoming at his trial. This security I as consul had previously declined giving, knowing him to be a citizen of the United States, and as such entitled to protection while on the soil of a friendly nation. Orders were given to bring him to trial. On the 6th instant he was fully interrogated before the *juge d'instruction*, I being present. After the examination, as the proofs were so clear of his being an American citizen,

in addition to which was presented a letter from the honorable secretary of war, dated Paris, September 15, 1852, saying: "This man, by the fact of his naturalization, has lost the quality of a Frenchman, and is consequently incapable of serving among the French troops." Again: "that he is now covered by the limitation of three years, (article 638 of the Code of Criminal Prosecution,) which period commenced on the day in which Allibert, becoming a citizen of the United States, lost his quality of Frenchman, and ceased to be liable to the obligation to serve. In the present state of things, if Allibert brings proof of an act of naturalization, dated the 10th of January, 1846, the court-martial (*conseil de guerre*) must make this act and article 638 of the Code of Criminal Prosecution the basis of its action, and simply acquit him of the charges made against him." All which were fully *justifié*, and no attention paid thereto. I was also told, at the first meeting, by the *juge d'instruction, that no further difficulties* would *present;* not necessary for me to appear before *le conseil de guerre*, to sit on the 15th instant. Yesterday, however, I accompanied Mr. Allibert, being the day designated, and was informed, before the opening of the court, by Monsieur Carpentin, *commissaire du gouvernement*, that it was useless for the consul to remain in the court, seeing that the affair of Mr. Allibert was quite plain; that he would be acquitted of the charges against him. I consequently left the Fort St. Nicholas under the full belief that it was a mere form to be observed, and that Monsieur Allibert would be immediately restored to liberty. Late in the afternoon, Monsieur Carpentin called at the consulate, informed me that Monsieur Allibert had been tried and condemned to a months' imprisonment; that he had the privilege of an appeal to another *conseil du guerre*, "which, if it confirmed the sentence of the first court, he could carry the appeal to the courts of revision and of cassation," giving to him three years time. I observed to Monsieur Carpentin, the condemnation and imprisonment of an American citizen as an "*insoumis*," admitting, as this military court did, that he was an American citizen, would be viewed by my government in an unfriendly light; could not fail to call forth a grave national question; that when we were in our infancy as a nation, without an ally, as combined Europe was encamped in France, we waged war with the mighty Britain for the rights of our adopted citizens; that this powerful nation had abandoned the vaunted right, "that born a British subject, always so," and liable to the laws of the mother country; and never again would that great empire presume to enforce such pretensions, as this right of naturalization was so strongly ingrafted on the minds of our people that it would not be renounced if united Europe armed against us. After a long interview, Monsieur Carpentin observed that he would do all in his power to have Monsieur Allibert liberated; that three or four hours' detention could not be considered as being in prison. Soon after, Monsieur Allibert, being released, made his appearance; told me he had been incarcerated in a filthy *caserne;* that Monsieur Carpentin, *commissaire du gouvernement*, who had informed me that my presence at the *conseil du guerre* would not be required, as it was so simple an affair, was the person decidedly opposed to him. In stating to me the terms of the appeal, I requested him not to accept them—as a citizen of the United States, as he was

in France—to abide by any forced constructions a military tribunal might please to decree; to trust to the protection of his adopted country, as he was the same, in the eye of the law, as if born on the soil. As Mr. Allibert had been ordered to return to the fort St. Nicholas at 9 o'clock in the morning, I accompanied him. He declined, in compliance with my request, to sign the papers prepared for the appeal, as I would not admit that such a tribunal had the right to judge an American citizen. We were told by Monsieur Carpentin that the judgment, &c., would be sent to Paris, and no further steps taken before orders were received from the minister of war. And I, as consul of the United States of America, in the name of my government, in the most decided manner, do protest against this decision of a military court, being in violation of the law of nations which admits of naturalization. I protest against this military decision as violating the sacred rights of an American citizen, guarantied by an act of Congress, and confirmed by the unanimous voice of the American people. I protest against it as in opposition to the code of the great Napoleon, chap. 2. "The quality of a Frenchman is lost, 1st, by naturalization acquired in a foreign country; 2d, by the acceptance, not authorized by the Emperor, of public functions conferred by a foreign government; and 3d and last, by any settlement in a foreign country without intention of returning." I protest against it as violating the sacred rights of hospitality towards an American citizen, which this very decision admits him to be, at the same time condemns him to an ignominious imprisonment for having separated himself from the land of his birth. After thus disgracing him, he is to have the privilege, granted by this military court, to embark for the United States with the full rights of an American citizen, not again to be molested if he should return to France. I beg leave to place before you, as it is applicable in the present affair, extracts of a correspondence I had with the legal authorities residing in this city, in regard to an American citizen arrested two years ago, under a similar charge. "Monsieur Bellarger, *chef du service de l'arrondissement maratime de Marseille*," appears to think the United States have no right of naturalizing French citizens so as to prevent the mother country claiming their services. In the United States a naturalized citizen is the same in the eyes of the law, decidedly so in the feelings of the country, as if born on the soil. The present Secretary of State, the Hon. Daniel Webster, one of the first jurisconsults of the present age, declared, on the 20th May, 1851, alluding to the correspondence with Lord Ashburton, English embassador, who negotiated the late treaty between the two countries: "On that occasion it was decided that every man on board of an American vessel, whether mercantile or naval, was protected by the flag of America, no matter what brogue was on his tongue; if the stars and stripes were over him, he was for that purpose an American citizen, and from that day to this we have heard of no pretensions on the part of the British government that it could send an officer on board of an American ship and take from her any human being whatsoever, and never shall."

Lord Ashburton stated: "I must admit that, when a British subject—Irish, English, or Welsh—becomes an American, and claims no *longer* the protection of his country, his own country has no right to

call him a subject, and put him in a position to make war on his adopted country."

I hand the full extracts to show how a naturalized citizen is the same as a native. In the Senate of the United States we have two Senators of foreign birth, the Hon. Pierre Soulé, a native of France, and Hon. Patrick Shields, a native of Ireland. Has France or England any claim on these citizens? No more than on the immortal ashes of George Washington, the father of his country. Dear and sacred as are these sleeping ashes to the people of the United States, they are not more so than the rights of an adopted citizen, if an attempt were made to violate. By the Code Napoleon, France permits her citizens to be naturalized by other nations; she also naturalizes—witness the leading mercantile houses of Marseilles, the Greeks, Swiss, Italians, and others—and, without doubt, she would protect them. As the person alluded to was released, I presume, owing to the advice of that distinguished lawyer, Mons. Dufour, who was at that time *procureur de la république*, I made no mention of it to my government. In this affair, owing to the extraordinary powers assumed by a military court, in judging and condemning an American citizen as if he were a Frenchman, it becomes my duty to place all the details before the government at Washington, which I shall do in a frank manner.

I have the honor to be, with great respect, sir, your very obedient servant,

JOHN L. HODGE,
United States Consul at Marseilles.

General HECQUET,
General of Division Com'g the Ninth Military Division,
Grand Cross of the Legion of Honor, &c., at Marseilles.

Document No. 5.

CONSULATE OF THE UNITED STATES OF AMERICA,
Marseilles, October 25, 1852.

SIR: Permit me to place before you the inclosed documents. No. 1, my letter of the 16th instant to Gen. Hecquet, commandant de *9me division militaire*. I regret it is so long. Being a grave national question, the arrest, trial, and condemnation of an American citizen, Mr. Allibert, of New Orleans, as an "*insoumis*," to me it appeared advisable to state all the details, his departure from this country with a French passport, his naturalization in the United States, residence of fourteen years, his return to France, arrest, trial, and condemnation by a *conseil de guerre*, which acknowledges that he is a citizen of the United States, at the same time punishes him as an "*insoumis:*" my decided protest against the proceedings, giving my reasons for so doing, expressing the opinion of the people of the United States in regard to our adopted citizens, as I wished to show how strongly ingrafted this

sacred right is on the minds of our people. Being a great national question is my apology for the long document to so high a functionary as the commander-in-chief of this department. I cannot avoid requesting your kind indulgence in my sending to you the rough document, as I have not the time to write a fair copy. It is, however, with trifling corrections, the same as the original.

No. 2. Gen. Hecquet's letter of the 22d instant, in reply.

No. 3. Letter from Mons. Carpentin, *le commissaire du gouvernement pres le conseil de guerre*, which advises that the *conseil de revision* annuls the decision, refers the affair to another *conseil de guerre* to be held at Toulon. In an interview this afternoon with Mr. Carpentin and the colonel, Count de Sersey, *chef d'état-major*, they intimated to me that they thought it was done to have a favorable decision. This, however, in no way alters the assumed right to try an American citizen in France. In the course of conversation I mentioned that the honorable Pierre Soulé, an United States Senator, I understood, was in the same position, an "*insoumis.*" Both asserted, if he came here, he would be arrested by the *gens d'armes*. I could not but express my feelings on the subject, as to me it appeared more audacious than when Britain dared to impress our seamen, and shows the necessity of proving to France, as we have to England, that we will protect our citizens, "*coûte que coûte.*" As this affair has been so long in suspense, a prospect of its continuance, I hand the documents to enable you to demand justice at headquarters, as the proceedings are so extraordinary; violating the law of nations, the sacred rights of an American citizen; also, so *injurious* to Mr. Allibert as a merchant, *whose business* at *New Orleans* is *now suffering, owing to his* forcible detention in this country. I was led to believe, from what Gen. Hecquet told to me on 15th August, that Mr. Allibert would immediately be released. It appears that the affair had then been sent to Paris, and was no longer under his control. When the letter from the honorable secretary of war was received, no doubt remained on my mind, confirmed by what Mons. Carpentin, *commissaire*, told to me. In opposition to all these strong appearances the business is again postponed, and to your superior judgment I transfer it, well satisfied that an American citizen, whether born on the soil or adopted, we know no difference, will meet that protection which the law of the land and the unanimous voice of the people guaranty.

I have had a long correspondence with Mr. Allibert, letters from the authorities, &c., in regard to this affair, which I do not send to you, as I think my letter of 16th instant so clear, and will enable you to act as you may judge proper.

I have the honor to be, with great respect, sir, your very obedient servant,

JOHN L. HODGE,
United States Consul.

Hon. WILLIAM C. RIVES,
Minister Plenipotentiary, Envoy Extraordinary, &c., &c., from the United States, at Paris.

Mr. Hodge to Mr. Everett.

[Extract.]

No. 17.] CONSULATE OF THE UNITED STATES OF AMERICA,
Marseilles, December 31, 1852.

SIR: In my dispatch, No. 16, of the 22d ultimo, I gave full details of the arrest, &c., of Mr. Allibert, an American citizen. I have now the satisfaction to inform the department that on the second trial before "*le conseil de guerre à Toulon*," he was *unanimously acquitted*, which I attribute to the decided stand I early took in this usurped attempt on the part of a French tribunal to judge an American citizen as an "*insoumis.*" If Mr. Allibert had found no protection, as occurred in a similar case in another quarter of France, he would have been condemned, and no appeal, also forced to enter the army or to have found a substitute; such was the judgment with the above-mentioned "*insoumis.*" So certain did Mr. Allibert appear to view his own fate, that he proposed to find the substitute, which I would not permit. My protest was sent to Paris, as General Hecquet, commander-in-chief of this division of the empire, wrote to me. The imperial government clearly saw if Mr. Allibert were condemned it would cause a grave national question, the one so dear to the American people. Under this belief, I have no doubt, orders were sent to the *conseil de guerre* to release him, *which now* and *forever* establishes *the right of a Frenchman*, even an *insoumis*, to be *naturalized* in the United States. This affair I engaged in, carried on, finally succeeded, on my own responsibility, as the envoy extraordinary, minister, &c., at Paris, did not reply to my letters on the subject. My friends of the consular corps and of the high imperial authorities, known to be very friendly to me, all advised me not to embark in it; said France will never abandon the right over her citizens, certainly not with those who come under the conscription, as it would encourage parents having means to send their sons to the United States to be naturalized, consequently deprive the country of the services of the educated, injure the high standing, talents, discipline, and pride of the army; that I would be mortified by certain defeat. I told them that my country did not know the word defeat. If I, as a commercial consul, were not able to protect him, the United States would do so "*coûte que coûte.*" I hope that my conduct in this affair will meet the [approbation] of my government. I have acted from the best of my judgment, in the firm belief it was my duty, as certainly my feelings dictated, to protect an American citizen.

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I have the honor to be, with great respect, sir, your very obedient servant,

JOHN L. HODGE,
United States Consul at Marseilles.

Hon. EDWARD EVERETT,
Secretary of State, Washington, D. C.

Mr. Everett to Mr. Hodge.

[Extract.]

DEPARTMENT OF STATE,
Washington, March 3, 1853.

SIR: * * * * * * *

The department is gratified to learn that Mr. Allibert, whose arrest and imprisonment as an "*insoumis*," although a naturalized citizen of the United States, was mentioned in your communication, has been released. This is undoubtedly due to the firm and decided stand, maintained throughout the long controversy, in your official correspondence with the local authorities on the subject.

It is much to be desired that this case may be considered a precedent, as you intimate, and that hereafter naturalized citizens of the United States may visit France without danger of arrest for military service. In this event a fruitful source of irritation and unfriendly feeling will be avoided.

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I am, sir, your obedient servant,

EDWARD EVERETT.

JOHN L. HODGE,
United States Consul, Marseilles, France.

Mr. Hodge to Mr. Marcy.

[Extract.]

No. 19.] MARSEILLES, *April* 12, 1853.

SIR: I was highly gratified on the reception of the letter of 2d March, addressed to me by the ex-Secretary of State, the honorable Edward Everett, as he approved of the manner I had conducted the "Allibert affair." I should be much flattered if the present distinguished head of the State Department would give it a bird's-eye perusal. In this city the favorable termination gave great satisfaction to the consular corps, as no one anticipated such a result; at the same time, great mortification to the "imperial dignitaries," as it yielded so important a right to permit even an "*insoumis*" to expatriate himself, to become a citizen of the United States, and thus escape conscription. It proved, as all proclaimed, *the great desire of France to cultivate the friendship of the United States*. Such an acquittal would not have been tolerated, in the first trial of this important question, to any other power; now it has been acknowledged, and all intend to claim it. If this decision were made known in the United States, it would perhaps enable many naturalized citizens, who are in the same position, "*insoumis*," to visit this country, now under the dread, if they come here, of arrest and being sent to the army. The right of claiming "*insoumis*" was so fully ingrafted in the minds of Frenchmen that the "*juge d'in-*

struction," the "*conseil de guerre,*" and "*Mons. le commissaire du gouvernement,*" as Mons. Allibert had mentioned that the Hon. Pierre Soulé, Senator of the United States, was an "*insoumis,*" told me if he came to France that he would be arrested by the *gens d'armes.* I could not but express my opinion very freely in reply to this vaporing threat of these usurped lawgivers, as I did during the long and tedious affair, from August to the last of December, as I, individually, felt assured my government and the people would support me "*coûte que coûte.*"

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I have the honor to be, with great respect, sir, your obedient servant,

JOHN L. HODGE,
United States Consul at Marseilles.

Hon. WILLIAM L. MARCY,
Secretary of State, &c., Washington, D. C.

Mr. Marcy to Mr. Campbell.

DEPARTMENT OF STATE,
Washington, September 8, 1854.

SIR: I transmit a copy of a letter of the 5th instant, addressed to this department by John J. Wendell, a highly respectable gentleman, of Albany, New York, expressing apprehensions that Mr. Johannes Van Beuren, a son of a naturalized citizen of the United States, and who has himself become naturalized by the act of Congress of the 14th of April, 1802, may be impressed into the Dutch army or navy. It is desirable that, if possible, this should be prevented, and as Johannes is supposed to be at Rotterdam, or in its vicinity, you will do anything which you properly can for that purpose. It is not deemed necessary to raise or discuss the question of the right of the Dutch government to the services of Johannes, notwithstanding his naturalization in this country. The expediency of exercising this right, if not the existence of the right, even in a time of war, has heretofore been zealously disputed by this government. If, however, for argument's sake only, the right in the abstract were to be acknowledged, it is deemed unadvisable to enforce or to assert it when Holland is at peace with all the world. You will consequently make these circumstances known to the Dutch authorities, and, if necessary, you will communicate with Mr. Belmont on the subject, transmitting to him a copy of this letter. You will also send Johannes to the United States, if he should be willing to return, and if you can take that course without interfering with his engagements or without any other charge to the government than that authorized by law.

I am, sir, your obedient servant,

W. L. MARCY.

WILLIAM S. CAMPBELL, Esq.,
United States Consul, Rotterdam.

Mr. Schleiden to Mr. Cass.

BREMEN LEGATION,
New York, 5 *University Place, October* 23, 1858.

Most of the German States require of all their subjects a certain amount of military service, and each State is bound by a convention, concluded in Frankfort-on-the-Main on the 10th of February, 1831, to arrest and surrender any deserter from such military service when found within its boundaries and claimed by his government. In a similar way there exist conventions for the mutual delivery of fugitives from justice between all the German States.

During the last years cases have occurred more than once that such deserters or fugitives from justice, who in the mean time had become naturalized citizens of the United States, have been indiscreet enough to return to Germany without having beforehand obtained a pardon from the government of their native country, and have in passing through Bremen on their way to the interior of Germany, or on their return to the United States, been claimed by the government of their native State, from the laws of which they had escaped.

Demands of this kind put the government of Bremen in the disagreeable position, either to be suspected by its German confederates of not complying with the treaty stipulations in regard to the delivery of deserters and fugitives from justice, or to surrender a naturalized citizen of the United States to another government notwithstanding its friendly feelings for the great sister republic and the earnest remonstrations of the American consul. The Bremen government must of course reserve to itself the right of deciding such cases according to their merits, and would not more hesitate to surrender a naturalized American citizen than the citizen of any other country, where the circumstances justify such a course. Anxious, however, to avoid if possible even the appearance of disregarding the rights of American citizens, the Bremen Senate has deemed it proper to direct its undersigned minister resident to call the attention of the honorable Secretary of State of the United States to this subject, and to submit the following observations to his consideration:

It is believed to be the acknowledged policy of the United States government not to interfere in behalf of any naturalized citizen who, having left his native country without permission, as a deserter from military service or as a fugitive from justice, afterwards returns to the same, and thereby renders himself amenable to the laws he had violated before becoming a citizen of the United States. If this be the adopted policy of the United States, it seems to be only a simple consequence of the said principle, that it would also not be competent for this government to protect its naturalized citizens from the operation of the laws of their native country in case they should go to another foreign country which by treaty is bound to surrender them, on application, to their native State as deserters or fugitives from justice.

The Bremen government is confident that these are the views taken by the United States government in regard to immigrants who have declared their intention to become citizens of the United States, or who

really have been naturalized as such, and who afterwards bid defiance to the laws of their native country. The principles here laid down have, however, for aught known, never been embodied in any law of the United States, or any published general regulations of the State Department. The present, as well as former American consuls at Bremen, have, therefore, in cases like those mentioned above, sought to extend their protection to naturalized fellow-citizens of theirs, a demand for the surrender of whom had been made by some other German government. Though the Bremen Senate has, out of courtesy, never hesitated to answer any representations made in a courteous manner in behalf of such American citizens, and though in all cases which hitherto have occurred, it has been able to decline for some reason or other the surrender of any American citizen claimed as a deserter or fugitive from justice, it wishes to avoid entering into any discussion with the American consul in regard to so delicate a matter, or even justifying to any one but the honorable Secretary of State himself its action, in case it should feel itself under the obligation of surrendering an American citizen to one of its German confederates. The undersigned has, therefore, in the name of his government, to request the honorable Secretary of State of the United States that he may be pleased to inform him whether the views taken in this communication in regard to the protection which naturalized American citizens, deserters, or fugitives from justice from their native country, can claim in foreign countries, are these of the United States government, and if so, to instruct the American representatives abroad, particularly the United States consul at Bremen, accordingly.

The undersigned avails himself of this occasion to offer to the honorable General Lewis Cass renewed assurances of his high consideration.

R. SCHLEIDEN.

Hon. General LEWIS CASS,
Secretary of State of the United States, Washington, D. C.

Mr. Appleton to Mr. Ten Brook.

DEPARTMENT OF STATE,
Washington, March 12, 1859.

SIR: I transmit herewith a copy of a communication addressed to Hon. J. H. Jewett, a representative in the Thirty-fifth Congress from the State of Kentucky, by A. Whittleshofer, in which he states that he emigrated from Bavaria to the United States in 1846, and subsequently took the requisite steps to become an American citizen. He now desires to revisit Bavaria for the purpose of seeing his aged mother, and wishes to obtain permission from the Bavarian authorities for that purpose without exposing himself to the danger of being impressed into the military service of his native country.

You are requested to make a representation of the facts to the proper authorities, and endeavor to obtain, if not incompatible with the

laws and usages of Bavaria, the permission which is requested by Mr. Whittleshofer.

I am, sir, your obedient servant,

JOHN APPLETON,
Assistant Secretary.

A. TEN BROOK, Esq.,
U. S. Consul, Munich, Bavaria.

Mr. Schleiden to Mr. Cass.

BREMEN LEGATION,
Washington, D. C., March 16, 1859.

SIR: On the 23d of October last I had the honor of calling your attention to the conventions concluded between all the German States in regard to the mutual surrender of deserters from military service, and of criminals, fugitives from justice. I explained on that occasion that these conventions admit of no exceptions in favor of persons who, after having in the meantime become naturalized citizens of the United States, are indiscreet enough to return to Germany and to bid defiance to the laws of their native country. I informed you that my government, although reluctantly, would not more hesitate to surrender a naturalized American citizen than a citizen of any other country, whenever the circumstances justify such a course, and that it did not doubt that the United States government would recognize that Bremen is fully justified in doing so, it being not competent for the United States to protect its naturalized citizens from the operation of the laws of their native country in case they should go to another foreign country which by treaty is bound to surrender them, on application, to their native State as deserters or fugitives from justice. I finally requested you, in the name of my government, to inform me whether these views meet with your assent, and, if so, to instruct the American representatives abroad, particularly the United States consul at Bremen, accordingly.

The pressing business which soon after devolved upon you and your department in consequence of the meeting of Congress has, I suppose, prevented you from taking this matter into earlier consideration, and though my government has, in its communications to this legation, repeatedly expressed its wish to avoid discussions likely to arise in future, in case of its finding itself under the obligation of surrendering a naturalized American citizen, by coming beforehand to a full understanding in regard to the principle argued in my note of October 23d last, I have until now refrained from urging a speedy answer to my said communication. Congress having now adjourned, a dispatch of my government just received makes it, however, my duty to call again your attention to the subject in question.

It is understood that your predecessors in office have repeatedly declared that if a subject of any foreign country, lying under a legal obligation in that country to perform a certain amount of military

duty, leaves his native land without performing that duty or obtaining the permission to emigrate, comes to the United States and is naturalized, and afterwards, for any purposes whatever, goes back to his native country, it is not competent for the United States to protect him from the operation of the law of his native land. This doctrine being considered to be still that of the United States government, the only question remaining is, whether it does not follow from this doctrine, as a necessary consequence, that the United States government is also not competent to interfere in behalf of such a naturalized citizen, who, instead of returning to his native State, goes to a third foreign State which by treaty is bound to surrender him to his native country. This question having already been argued in my note of the 23d of October last, I beg leave simply to refer to the same and to submit here only another point of view to your consideration, which, as far as the relations between Bremen and the United States are concerned, will prove still more the justice and equity of the wish of my government to have the principle in question fully recognized by the United States government.

The preamble of the Constitution of the United States mentions among its principal objects, "*to insure domestic tranquillity and to provide for the common defense*," and according to article 1, section 8, page 15, Congress has power, "*to provide for calling forth the militia to execute the laws of the Union, suppress insurrections, and repel invasions.*" In the same manner, the organic act of the Germanic Confederation defines (article 2) its object as consisting in "*preserving the external and internal safety of Germany, and the independence and inviolability of the several German States.*" Article 2 of the additional organic act of 1820, ("Wiener Schluss, Acte vorn 15 Mai, 1820,") makes it the duty of the German Diet to organize the military system of the Confederation and to provide for the common defense, and in pursuance of this article a *military constitution* of the Germanic Confederation was resolved upon, and, on the 9th of April, 1826, declared an organic law of the Confederation. The convention for the mutual surrender of deserters from military service, concluded between all the German States, at Frankfort-on-the-Main, on the 10th of February, 1831, and mentioned in my note of 23d of October last, is only one of several acts made for the purpose of insuring the objects of the Confederation. A deserter from the military service of Prussia, or of Hanover, or of Bavaria, or of any other German State, is not only a deserter from the military service of his native State, but from the united army of the Germanic Confederation, the military forces of all the German States forming only parts of this united army. He weakens, by his escape, not only the power of defense of one German State, but that of all, of Bremen as well as of Prussia, Hanover, or of whatever other State he may be a subject. The obligation of Bremen to surrender such a deserter, when found within her territory, to his native State is, therefore, not only an obligation imposed by express treaty stipulations, but also an obligation clearly in the own interest of Bremen. Taking this view, every State of the Germanic Confederation to which a deserter from the military service of any of them may return, after having, in the meantime, been naturalized in Amer-

ica, is to be considered in the same light as if he had returned to his native country; and if the United States recognize, as they do, that a naturalized American citizen who has left Prussia, or any other German State, without having performed his military service, and without leave, remains liable to the claims of his native country to such service whenever he return thither, it cannot be doubted that they will also recognize the right of any other State of the Germanic Confederation to enforce such claim against such a deserter from the German army, when he is indiscreet enough to venture himself into any German State. If a soldier or sailor, enlisted in the United States army or navy, should desert the service, become a naturalized citizen of Bremen or any other German State, and afterwards return to any one of the States of this Union, he would no doubt be made amenable to the military law, and representations made in his behalf by the government of his adopted country would not be listened to by the United States government. This case is virtually the same as that of a deserter from the military service of any German State, who, after having been naturalized in the United States, returns to any one of the German States. For, though the military forces of the several States of the Germanic Confederation are, in time of peace, under the sole command of the chief executive of each State, all of them form part of one united German army, the commander-in-chief of which, whenever called into active service, is appointed by the German Diet, to which he has to make oath of obedience as his only superior authority.

With reference to the foregoing observations, I renew my request, to inform me, at your earliest convenience, whether the United States government approves of the views expressed here, and in my note of October 23d last, in regard to the protection which naturalized American citizens, deserters, or fugitives from justice from their native country, may claim in foreign countries. The republic which I have the honor of representing, however anxious to preserve its happily existing most friendly relations with the United States, cannot allow that desire to prevent it from fulfilling its duties, or from maintaining its rights as one of the sovereign and independent States of the Germanic Confederation, and it will feel bound to surrender any naturalized American citizen to one of its confederates, whenever a fair construction of the special treaties alluded to, and of its duties as a member of the Confederation, should leave it without any other alternative. In making these views of my government known to you, I trust that no difference of opinion can exist between the two governments in regard to this subject, and that you will find it also in accordance with your own views to give the necessary instructions in this respect to the United States representatives abroad, and particularly to the United States consul at Bremen, for the purpose of avoiding any future discussions.

I avail myself of this occasion to renew to you the assurances of my high consideration.

R. SCHLEIDEN.

Hon. General LEWIS CASS,
Secretary of State of the United States, Washington, D. C.

Mr. Cass to Mr. Schleiden.

DEPARTMENT OF STATE,
Washington, April 9, 1859.

SIR: Your notes, of the 23d of October and 16th ultimo, relative to the surrender by Bremen to other German States of naturalized citizens of the United States, from whom military service may be claimed, were duly received, and have been taken into careful consideration. In reply, I am directed to inform you that, under ordinary circumstances, the President would not think it necessary to express an opinion with respect to suppositious cases. It is usually much safer to consider every case upon its own merits, and this is hardly practicable before the case has occurred. Since your communication, however, refers to a general principle, and is coupled, moreover, with an intimation that Bremen will feel itself free, in the absence of any disclaimer by the United States, to regard this government as acquiescing in the view of the subject which is presented in your letter, it is deemed expedient to make one or two observations in reply to your inquiry.

It is undoubtedly true that this government has acquiesced in the opinion expressed by Mr. Wheaton that, when a citizen who has been liable to military duty leaves his own country without permission, and without having performed this duty, and is naturalized in another country, he may be held to discharge his liability whenever he is found again in his native State. This opinion, however, is regarded by this government as applying not to cases of inchoate liability, but to cases only where the liability has become complete. To speak of a minor as liable to military service simply because, if he should live long enough in the country, he might become so, could not be fairly regarded as either appropriate or just. It is unnecessary, however, to discuss this distinction with reference to your letter, because your inquiry refers to a case of admitted liability, and you assert the right of Bremen to surrender a person thus liable to the country where he owes service. This right you assert in a special manner, whenever the demand is made by a German State.

It is not perceived that this latter consideration changes the duty of Bremen, or the character of the surrender. Bremen is a sovereign and independent State. She has her own authorities, and is represented abroad by her own diplomatic and consular agents. Her alliances are, therefore, within her own control, and in making conventions with one nation, she is not at liberty to disregard the duties which she owes to other nations. She is under obligations, for example, by solemn treaty stipulations, to give special protection to persons and property of citizens of the United States, of all occupations, who may be in her territories, either transient or dwelling therein. (Article 8, convention of December 20, 1827, with Hanseatic republics.) When a citizen of the United States visits Bremen, he has a right to rely upon this protection; but his reliance wholly fails, and the stipulation becomes of no effect, if he may be seized by the Bremen authorities and forcibly transferred to another State, which demands his surrender as a political refugee. In going to Bremen and temporarily residing there, he binds

himself to respect the peace and order of that country, and to render obedience to its laws. While he does this, being a citizen of the United States, Bremen is bound to give him her protection. She can rightfully make no distinction, in cases of persons not natives of Bremen, between native citizens and naturalized citizens of the United States.

It is not her duty to inquire for the benefit of a third power into the circumstances of this citizenship, or of the expatriation which preceded it. It is enough that the person thus clothed with it, owes no allegiance to Bremen, has committed no breach of its laws, and is charged with no crime anywhere. If any political question is raised by a third power, as to the respective duties which he owes to that power and to the United States, it is respectfully submitted that this is a question with which Bremen has no concern, and she must leave it to be determined by the parties interested. She cannot rightfully decide it at the instance of one of these parties, without a hearing from the other, and then act upon her own decision by remanding the person claimed to the State which demands him. The practice of such a doctrine as this would be attended with numerous difficulties, and might lead to great injustice. While, therefore, this government has no wish to interfere with the proper jurisdiction of Bremen within its own territory, and would not withhold from it any one of its just rights as a sovereign and independent State, it cannot consent that it should first invite our citizens to reside within its borders by assuring them of its protection, and then violently seize them for no alleged crime, and transport them to another State with which their political relations are a subject of discussion between that State and the United States. The name and character of an American citizen must become less valuable than they now are, before this disregard of them can fail to be attended with the most serious consequences. It is earnestly hoped that no practical issue of this nature will ever occur to interrupt the cordial relations which now happily subsist between the United States and Bremen; and with the expression of this wish, I have the honor to be, with high consideration, your obedient servant,

LEWIS CASS.

RUDOLPH SCHLEIDEN, Esq., *&c.*, *&c.*, *&c.*

Mr. Ten Brook to Mr. Appleton.

No. 4.] CONSULATE OF THE UNITED STATES,
Munich, April 18, 1859.

SIR; I have the honor to acknowledge the receipt of your dispatch, dated March 12th, with its inclosure, in relation to the case of Aaron Whittleshofer. I proceed at once to make the preliminary inquiries in regard to the matter, and have just addressed a note in relation thereto to the department of state for foreign affairs of the government here. But without waiting for a reply, which may be for some time delayed, as the facts must be investigated at Mr. Whittleshofer's native place, in Franconia, I have deemed it better to state immediately

how the case seems to me to stand, in order that Mr. Whittleshofer may continue or suspend his preparations as he shall deem the facts to justify.

The law applicable to the case is substantially as follows: Every young man is bound at the age of twenty years to draw for the military service. The number of men which each district must raise in a year is determined by the government. All who draw a *lower* number must serve, while those who draw a *higher* are free. All persons not charged with debt or crime can at any time obtain permission to emigrate, *except* able-bodied young [men] over the age of sixteen years, who shall not have drawn for the military service, and these *latter* can only obtain the permission by depositing securities sufficient to cover the expense of hiring a substitute in case they draw to *serve*, which are *returned* to them in case they draw *free*.

The above statement shows Mr. W's position in relation to the government of Bavaria. He stands partly as *criminal*, partly as *debtor*. In the *former* character, he might, in case of his return to Bavaria, be subjected to fine and imprisonment, in the *latter* to the payment of an amount sufficient to hire a substitute for the military service; and whether he return or not he is subjected to the loss of any inheritance which might be coming to him in Bavaria.

This, then, belongs to what are called *cases of grace*, which must go to the King in person. The two parties do not treat on equal terms—the one does not *demand* that which the other may *not* refuse, but presents a *petition* which *may* be *granted or not*.

As to the probable result, I can only say: 1st. The criminal features of the case will probably be remitted. 2d. As to the obligation to supply a substitute, I think it quite impossible that this should be entirely remitted, as no government will establish a precedent which destroys its own law, until it is ready to abandon the law itself. 3d. As the practice is not absolutely invariable, there may be some questions of fact to be decided. It having been known to the authorities that Mr. W. had left the country, it is a question whether his name was *dropped* from the lists of those who were to draw, or whether it was *retained*, and if the *latter*, whether he drew *free* or to *serve*? Three different suppositions are here presented, and the result of the application may be different according as the fact shall be found to correspond with one or another of them. In case it shall appear that the name was dropped, the most *unfavorable* result that is to be feared is, that he be deemed to have drawn for the service and made to hire a substitute, which every man is allowed to do for himself, and so may obtain one as cheap as an acceptable one can be obtained, which, however, is at present unusually high (1,000 florins—$400) in consequence of the prospect of a European war. The *mildest* result that could, on this supposition, be reasonably hoped, would be a commutation into a money payment, the amount being fixed by a calculation of the average results of the conscription, and the average price of substitutes: *e. g.*, if one half of the able-bodied young men must serve, and the average price of substitutes is 700 florins, 350 florins ($150) would be the commutation. As this may be thought to make the case of one who evades the law better than that of one who submits to it, it may

not perhaps be obtained. If it shall be found that he drew to serve, the principles suggested above can be readily applied; and if he drew *free*, though this would not change the character of an attempt to evade the law, yet the case might be differently treated, and he *might even* freely obtain the desired permission.

I have had several interviews with the ministerial counselor, whose place it is to prepare such cases for presentation to his Majesty, and am assured that no effort will be spared to present the case in as favorable a light, and recommend as favorable action, as the preservation of the integrity of the law will allow. As proof that the preservation of the integrity of the law will be the only motive to limit the free permission to Mr. W. to visit his native country, I may mention that the ministerial counselor, to whom I have referred, *himself* suggested a way in which the visit could be made *without* the permission, viz: to come to the village in the borders of Wurtemberg nearest the home of his mother, (or any other place *out* of Bavaria,) and send for her to meet him there.

If Mr. W. desires to start immediately, he can do so, if he will send directions to this consulate as to where the result of his application shall meet him, (consulate at Frankfort, Leipsic, or Stutgard,) and it shall be there, and he can then take his choice between sending for his mother to meet him *out* of Bavaria, and accepting the conditions upon which he will be allowed to visit her at her home.

When the result shall be made known to me, I shall lose no time in communicating it to the State Department at Washington.

I have, sir, the honor to be, your obedient servant,

ANDREW TEN BROOK,
United States Consul.

Hon. JOHN APPLETON,
Assistant Secretary of State, Washington, D. C.

Mr. Cass to Mr. Mason.

No. 189.] DEPARTMENT OF STATE,
Washington, June 27, 1859.

SIR: It is very desirable for this department to possess reliable information concerning the provisions of the French conscription laws relating to American naturalized citizens, born in France, who may at any time revisit their native country. You are therefore requested, as soon as you can conveniently, to procure and transmit such information. Does the French law, under any circumstances, and if so, under what circumstances, require a native-born citizen, naturalized in the United States, to serve in the army in case of his return to France? You are particularly desired to transmit the most precise information upon this point. You will see by the inclosed copy of a letter from this department to Mr. Hofer, that the condition of American naturalized citizens abroad has been brought to the attention of the government, and that its views have been distinctly stated. This government maintains the

right of expatriation and naturalization, and maintains, also, that if a foreign-born citizen, naturalized here, returns to his native country, he is not liable to any military duty, except such as was actually due, and which he had been called upon to perform before his emigration. In any communication you may have with the minister of foreign affairs upon this subject, you will make known to him these views of the United States. Should any of our naturalized citizens be called upon to render military service, you will make yourself acquainted with the circumstances, and if the case comes within the principle I have stated, you will, in firm but temperate language, demand the release of the party; and I feel confident the demand will be complied with. If, however, the service is required because it was commenced before emigration, you will represent to the minister the hope of this government that the person may be discharged, as much ignorance prevails in this country respecting the operation of the French law in those cases, and they must be so rare that penal measures in relation to them cannot be of any importance.

I will thank you, also, to inform me whether, by the French law, naturalization in a foreign country is a right which a native born citizen of France may exercise at pleasure, without the authorization of the government.

I am, sir, respectfully, your obedient servant,

LEWIS CASS.

JOHN Y. MASON, Esq.,
&c., &c., &c.

Mr. Mason to Mr. Cass.

No. 407.] UNITED STATES LEGATION,
Paris, August 2, 1859.

SIR: In executing your instruction contained in your No. 189, I have found it necessary to address the minister of foreign affairs a note, of which I herewith inclose a copy. It will probably be some time before I receive a reply; and therefore, it seems to me proper, without delay, to communicate the form in which I have made the inquiry. I cannot anticipate the answer; but there is no doubt that the French law recognizes the right of a Frenchman to lose his French nationality. This may be done by "naturalization in a foreign country." (See chapter 2, book 1, of the Fifty-seven Codes of 1856; title, "*de la privation des droits civils.*") I can express no confident opinion as to the acknowledgment of the right of expatriation, without authorization of the government. In practice, no such authority is required; but the government may not acknowledge the natural right. It is not in my power, in the absence of the minister's answer, to state authentically the present condition of the law. As soon as I am favored with a reply to my note to Count Walewski, I will lose no time in again addressing the department on the subject, which is deeply interesting.

I am, very respectfully, your obedient servant,

J. Y. MASON.

Hon. LEWIS CASS, *Secretary of State.*

LEGATION OF THE UNITED STATES,
Paris, July 27, 1859.

MONSIEUR LE MINISTRE: I am instructed by my government to obtain and communicate in an authentic form information on questions of much interest, and I know no more satisfactory mode of doing so than by invoking the aid of your excellency.

Since the discovery of the American continent, European settlement, either by colonization or emigration, has peopled that vast region.

In that portion of the continent within the limits and jurisdiction of the United States express provision was made in the federal Constitution giving power to Congress to pass uniform laws of naturalization. This grant of power, and the duty resulting from it, were founded on the fundamental doctrine of the natural right of man to expatriate himself from the country of his origin, relinquish the duty of allegiance which he owes it, and the right to its protection which a citizen or subject may rightfully claim from that government to which he owes allegiance. Laws for the naturalization of foreigners have been passed and executed in the United States from the beginning. In their practical administration the stranger is required to declare his intention to become a citizen of the United States, to renounce his duty of allegiance to any sovereign or State, and all the rights which may pertain to him from the government to which the accident of birth may have made him subject, and after the lapse of a prescribed term of years, he is permitted to consummate his right of naturalization formally and solemnly in a court of record. Thus assuming allegiance to the United States, he separates himself from the country of his origin, and becomes entitled to the rights of citizenship, and amongst them that of protection from the country of his adoption.

The vast exodus from the Old to the New World has, in the persons of emigrants and their descendants, added to the productive industry of the country, increased the number of good citizens, and swelled the population of the United States to a number probably little short of 30,000,000 inhabitants. It has necessarily raised questions of the gravest import. The United States, acting on the admission that man has an inherent right to change the domicil which nature gave him in the place of his birth, and to pursue elsewhere happiness and safety, has received with hospitality strangers who elected to cast their lot in the country and sought the rights of citizenship. But their policy has not been to entice away the people of other countries, or to protect them against responsibilities which in good faith attached to them. The change of residence and of allegiance necessarily involved delicate questions, and the attention of the federal government has been drawn to the subject with an earnest desire to discharge fully and justly its duty, as well to the adopted citizen as to the government of the country of his origin, at the same time to avoid controversy with foreign governments by guarding against any conflict of laws.

My government, with this honorable policy, has instructed me to obtain for its use authentic information as to the laws of France on this subject, especially in reference to the claim of military service

exacted of one born in France who has become a naturalized citizen of the United States.

I respectfully request that your excellency will have the goodness to give me the desired information in reply to the following questions:

1. Does the French law recognize the right of a native-born citizen of France to exercise, without the authorization of his government, the right of becoming a naturalized citizen or subject of a foreign country?

2. If such a person shall have actually become naturalized in the United States, and shall revisit France without taking the steps prescribed in the French law to recover his lost nationality, and without the intention to remain permanently in France, does the French law, under these circumstances, authorize a claim that he shall be required to serve in the French army?

The government of the United States maintains the right of expatriation, and maintains also that if a foreign-born citizen, naturalized in the United States, returns to his native country without the intention of relinquishing his acquired nationality in the United States, he is not liable to military duty, except such as was actually due, and which he had been called upon to perform before his emigration.

I am aware that a native-born Frenchman may by law lose his French nationality by the act of naturalization in a foreign country. From this, it necessarily results that he may lawfully acquire the character of a naturalized citizen of such foreign country, if he shall not have recovered the French nationality which he may have thus lost.

3. Does the recruitment law of France make him on a casual return to France, liable to military service to the same extent as if he had not left the country of his birth and become naturalized abroad? If this liability continues at all, how far does it extend? If a French youth, under the recruitment law of France, shall have been called on before his actual immigration to enter the military service, and after this existing liability shall emigrate to the United States, become there a naturalized citizen, and return temporarily to France, the principle maintained by the United States will not protect him from fulfilling in good faith the duty thus attached, any more than to deny his submission to the French jurisdiction for trial and punishment of crime committed here, or to liability for pecuniary responsibility actually incurred.

The questions involved in the personal and civil condition of a naturalized foreigner, in respect to his old and new allegiance, are such that it is desirable to avoid any conflict of law between the United States and France. I sincerely hope that your excellency will give me such information in reply that my government will have no reason to anticipate any want of accord between the governments of France and the United States on the delicate and interesting questions involved.

I have much reason to express my thanks that during my residence in France, the imperial government has observed the most liberal conduct towards citizens of the United States, whether native or naturalized. There is no existing case here which gives cause of complaint. I make the inquiries suggested in this note with a purpose to secure accord in the future, and to avoid questions which probably would

result from any conflict of law between the two countries on a subject peculiarly delicate.

With assurances of my high consideration, I am, very respectfully, your excellency's obedient servant,

J. Y. MASON.

His Excellency COUNT WALEWSKI,
Minister of Foreign Affairs.

Mr. Buchanan to Mr. Cass.

No. 21.] LEGATION OF THE UNITED STATES,
Copenhagen, September 24, 1859.

SIR: A few days ago, a gentleman by the name of Boie Smidt, a clergyman of the Methodist Church, called on me to complain that, being a regularly naturalized citizen of the United States, he had been illegally arrested and impressed into the naval service of his Majesty the King of Denmark, and to ask my assistance in having him discharged from his arrest. On examining the papers of Mr. Smidt, I found them regular and in proper form, and I determined at once to interfere in his behalf.

Supposing that the authorities having Mr. Smidt in charge would voluntarily release him, when they came to understand that he was in fact, and beyond dispute, a citizen of the United States, I put into his hands a note, a copy of which I now inclose to you, marked No. 1, and desired him to exhibit it to whatever authority might be claiming control over him. I also desired him to exhibit his papers of *naturalization* to such authority, and to communicate to me the result without loss of time. Mr. Smidt then left me, and in the course of an hour or two returned, informing me that he had complied with my directions, but that his discharge was refused. I immediately addressed the inclosed note, marked No. 2, to his excellency the minister of foreign affairs, to which note, as yet, I have received no reply.

I regret that I have no authentical copy of your dispatch of the 8th of July last to our minister at Berlin; but, understanding as I think I do, its tone and meaning, I will endeavor to act within its precepts.

Your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS, *&c.*

No. 1.] LEGATION OF THE UNITED STATES,
Copenhagen, September 21, 1859.

SIR: I have examined the papers which you have exhibited to me, and find them correct. You are a regularly naturalized citizen of the United States, and I feel assured that if you will present your papers to the authorities of whom you have spoken to me, you will be at once relieved from all trouble and uneasiness.

If I should be disappointed in this, I shall feel it my duty to demand your discharge in an official form.

With great respect,

JAMES M. BUCHANAN.

Mr. BOIE SMIDT.

No. 2.] LEGATION OF THE UNITED STATES,
Copenhagen, September 21, 1859.

SIR: I beg to invite your attention to a matter which requires my immediate action. A gentleman by the name of Boie Smidt has called on me, to inform me that he is a regularly naturalized citizen of the United States of America, and he complains that he has been illegally arrested and impressed into the naval service of his Majesty the King of Denmark. I have required of him to exhibit to me the proper proofs of his being a naturalized citizen of the United States, and he has shown to me a certificate of the declaration of his intention to become a citizen of the United States, bearing date on the 18th day of April, 1850, and a certificate of his naturalization, bearing date on the 6th day of August, 1857. These certificates I find, after careful examination, to be regular and in due form; and I do not fail, therefore, in recognizing Mr. Boie Smidt as being, at this time, a naturalized citizen of the United States. I have thought proper to inquire of Mr. Smidt particularly, whether or not, up to the time of his leaving the kingdom of Denmark, he had been guilty of any infraction of the laws of Denmark, and he assures me he had not. After I had satisfied myself of the regularity of the naturalization of Mr. Smidt, I put into his hands a note, (a copy of which I now inclose,) addressed to him by me, which note I requested him to exhibit to the authorities having him in charge. This, Mr. Smidt informs me, he has done, but that the authorities refuse to discharge him.

With the information which I have now before me, supposing it to be correct, I cannot doubt but that Mr. Smidt is entitled to his discharge; and, with a view to that result, I must beg that your excellency will give to the investigation of the subject your prompt attention.

I avail myself of this opportunity to assure your excellency of my continued and very sincere regard.

JAMES M. BUCHANAN.

His Excellency C. HALL,
Minister of Foreign Affairs, &c., &c., &c.

Mr. Buchanan to Mr. Cass.

No. 23.] LEGATION OF THE UNITED STATES,
Copenhagen, September 30, 1859.

SIR: I have the honor to inclose to you a note, which I have received from his excellency the minister of foreign affairs, in regard to the

arrest and detention of Mr. Boie Smidt, a naturalized citizen of the United States. And I have also the honor to inclose to you my reply to the same, together with a translation of his excellency's note. I fear, if there be not some definitive understanding arrived at in regard to the rights of our naturalized citizens, when abroad, they will be often placed in positions of difficulty and embarrassment, if they should visit certain parts of Europe. And I would be glad if I might be permitted to know the views of my government on the subject in an authoritative form.

I have the honor to be, with great respect, your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS,
Secretary of State.

[Translation.]

COPENHAGEN, *September* 28, 1859.

SIR: I have had the honor to receive your dispatch of the 22d instant, in which you ask for my interference in behalf of a person of the name of Boie Smidt, who, after having been made a citizen of the United States, in 1857, has now been called upon to perform his military service as a Danish subject. I have lost no time in recommending this request to the special attention of the competent authorities; but I believe that I am in a position to inform you at present that, if it should turn out, upon an investigation of the affair, that the said Mr. Smidt, when he signified his intention to be naturalized in the United States, was, under the laws of the country, bound afterwards to perform his military service in his native country, then I do not presume that the laws now in force will enable the administration to release him now from the discharge of a duty which he owed to the State at the time when the above declaration was made.

Be pleased to accept, sir, the renewed assurance of my most distinguished consideration.

C. HALL.

Mr. BUCHANAN,
Minister Resident of the United States.

LEGATION OF THE UNITED STATES,
Copenhagen, September 29, 1859.

SIR: I have the honor to acknowledge the receipt of your note, bearing date on the 26th of this month, but which did not reach this legation until yesterday, the 28th, in reference to the note which I had the honor to address to you on the 21st of this month, in respect to the arrest and impressment into the naval service of his Majesty the King of Denmark, of a naturalized citizen of the United States, by the name of Boie Smidt; and, while I thank your excellency for the promptness

with which you have acted in regard to the matter to which the note refers, I cannot forbear to express my regret, not to say my surprise, that the "competent authorities" having Mr. Smidt in charge should have declined to grant what, in my judgment, was a reasonable request—that is to say, a request for his immediate release.

I have reason to believe that, at the time of the arrest of Mr. Smidt, "the competent authorities" were fully aware of the fact that he was a naturalized citizen of the United States; and, I have no reason to suppose, that, at that time, or at any other time, the "competent authorities" alleged or claimed that Mr. Smidt, previous to his having left the Kingdom of Denmark, had incurred any penalty, violated any law, or assumed any duties under the government of Denmark.

The note of your excellency informs me "that, if it should turn out, upon an investigation of the affair, that the said Mr. Smidt, when he signified his intention to be naturalized in the United States, was, under the laws of the country, bound afterwards to perform his military service, in his native country, then I (you) do not presume that the laws now in force will enable the administration to release him," &c.

It would seem to me, to be only necessary for me, now to remark, while the investigation to which you allude is pending, if, on such investigation, it should so turn out that Mr. Boie Smidt had left his native country, Denmark, without having committed any offense against the law, before his departure, or without his being at the time of his departure in the army or navy of the government of Denmark, or actually called into the one or the other, then I should feel myself compelled to dispute the right of the government of Denmark to arrest and detain him.

It is the settled doctrine of the government which I have the honor here to represent, as I understand it, that a naturalized citizen of the United States, from and after the date of his naturalization, both at home and abroad, is placed on the very same footing with a native citizen, with the exception that none but a native citizen can occupy the office of Presidentor Vice-President of the United States; and the government will be disposed to extend to the one class of citizens the same protection which justly belongs to the other at all times and in all places.

I would remark to your excellency, that it seems to me irregular on the part of the "competent authorities" having Mr. Smidt in charge, to continue him in arrest, during the progress of the investigation which they propose to institute. Mr. Smidt exhibits his naturalization papers, duly authenticated. He shows himself to be an approved citizen of another government, and I may say of a government which has ever been on terms of amity with the government of Denmark. He establishes by all legal available means that he is, at least *prima facie*, entitled to his discharge, and yet he is deprived of his liberty, taken from his family, wounded in his feelings, and upon the mere allegation (based upon no perceptible evidence) that he has been guilty of the breach of some rule or law, yet to be investigated.

I trust it may be compatible with the sense of right of your excellency, to intercede for the discharge of Mr. Smidt, at least pending the investigation to which you have referred.

It remains for me only to say, that I shall loose no time in communicating to my government a copy of the note which you have been pleased to address to me. In the meanwhile, I beg to assure your excellency of my very sincere and high regard.

JAMES M. BUCHANAN.

His Excellency C. HALL,
Minister of Foreign Affairs, &c., &c., &c.

Mr. Appleton to Mr. Ten Brook.

DEPARTMENT OF STATE,
Washington, October 4, 1859.

SIR: Referring to your dispatch, No. 4, relating to the petition of Mr. Aaron Whittleshofer, for permission to revisit Bavaria, you are requested to report to the department what further proceediugs have taken place upon this subject, and to press the question to an early decision.

You will find the views of the department upon the rights of naturalized citizens of the United States embodied in a printed extract, herewith inclosed, from a dispatch addressed to the minister of the United States at Berlin.

I am, sir, your obedient servant,

JOHN APPLETON,
Assistant Secretary.

A. TEN BROOK, Esq.,
United States Consul, Munich.

Mr. Buchanan to Mr. Cass.

No. 24.] LEGATION OF THE UNITED STATES,
Copenhagen, October 7, 1859.

SIR: Up to this time I have received no written reply to the note addressed by me to his excellency the minister of foreign affairs, on the 29th of September last, in regard to the arrest and detention of Mr. Boie Smidt, a naturalized citizen of the United States. But I deem it but proper to mention to you, that on last night I met the minister of foreign affairs at a dinner given by "his Royal Highness Prince Ferdinand" in honor of the birth-day of "his Majesty the King of Denmark." On that occasion the minister was particularly kind and civil in his deportment towards me, as I have on all former occasions found him to be. He at once (as soon as opportunity offered) introduced the subject of the case of Mr. Smidt, and in the course of conversation, he assured me that no difficulty or trouble should grow out of it. That it should be settled, and settled too in a manner which would be satisfactory. I expressed myself much gratified at this intelligence, and assured his excellency of the friendly disposition of our

government towards the government of Denmark, and that it would have been extremely unpleasant if anything should have taken place calculated to weaken the ties of amity which now so cordially exist between the two governments.

I informed his excellency that the "subject of naturalization" was one which had occupied, and which still continued to occupy, much of the attention, care, and vigilance of the government of the United States, and that, as I understood the doctrine of the government on the subject, it was—that a *naturalized* citizen of the United States was *entitled* to the same protection from the government of the United States, both at home and abroad, as was a citizen of native birth. His excellency seemed well to understand this to be the doctrine of the government of the United States; but without entering into any particular discussion, yet he repeated that the case of Mr. Smidt should produce no estrangement between the governments.

I do not pretend to give all the conversation, but what I understand to have been the *substance* of it only. Whatever may be the result of the case of Mr. Smidt, I cannot help feeling assured that the minister of foreign affairs has every disposition to settle it in a manner which will be satisfactory to our government.

I have the honor to be, sir, with high respect and regard, your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS,
Secretary of State, &c., &c., &c.

Mr. Cass to Mr. Buchanan.

No. 11.] DEPARTMENT OF STATE,
Washington, October 21, 1859.

SIR: Your dispatches, Nos. 21 and 23, on the subject of the arrest and detention of Mr. Boie Smidt, a naturalized citizen of the United States, have been received. Your course in promptly interceding in Mr. Smidt's behalf is fully approved, and it is hoped that he may already have been released. If he should still be detained, however, you will urge his release, pursuant to the views expressed in my dispatch to Mr. Wright, of the 8th of July last, in relation to the case of Christian Ernst, an extract from which is herewith inclosed.

I am, sir, your obedient servant,

LEWIS CASS.

JAMES M. BUCHANAN, Esq., *&c., &c.*,
Copenhagen.

Mr. Buchanan to Mr. Cass.

LEGATION OF THE UNITED STATES,
Copenhagen, October 30, 1859.

SIR: On the 26th of the present month I received the inclosed note from the minister of foreign affairs of Denmark, in reply to the note

which I had written to him on the 27th of last month, concerning the case of Mr. Boie Smidt.

To the note of the minister I replied, as soon as I was able, after I had had an opportunity to converse with Mr. Smidt as to the true state of the facts in reference to his having *voluntarily* furnished (as was alleged) a "substitute."

The note of the minister, with a translation thereof, you will find within, marked No. 1, together with my note in reply thereto, marked No. 2. I have not yet had the honor to hear from my government in regard to this case of Mr. Smidt, but I am very well satisfied that, in a matter in which the rights of one of our naturalized citizens are so materially involved as are those of Mr. Smidt, it becomes my duty, as it is my wish, to act with promptitude.

I have, as yet, received no reply from the minister.

I have the honor to be, with great respect, your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS,
Secretary of State.

P. S. In one of my dispatches I spoke of Mr. Smidt as a clergyman of the Methodist Episcopal church. I am informed by the Rev. C. Willerup that he is more particularly an "exhorter" in that church.

J. M. B.

[Translation.]

COPENHAGEN, *October* 25, 1859.

SIR: In writing you on the 26th ultimo respecting Mr. Böie Schmidt, I had an impression upon my mind that the competent authorities would experience some difficulty in complying with the demand contained in your dispatch to me of the 21st of the same month, yet the said authorities, by the minister for the Duchy of Sleswick, has nevertheless declared, with the view of acceding to my request to meet your wishes, that he was quite willing, by means of a special and exceptive measure, to remove the formal obstacles which had prevented the discharge of Mr. Schmidt.

It appears, however, from the inquiries which it was necessary to institute previous to the accomplishment of this object, that the interference of his Majesty's government in this matter has become superfluous, inasmuch as the minister for the Duchy of Sleswick has just informed me that the individual in question, whose real name is Boi Christianson Schmidt, on the 22d of September, being the day following that on which I received your first communication, and previous to my having got into possession of your letter of the 27th of the same month, had already presented himself before the committee of conscription, and having been permitted, in accordance with his own request, to provide a substitute for the performance of the military service, he has discharged himself from the obligation in question.

Finally, I beg to call your attention to the fact that B. C. Schmidt's stay within his Majesty's dominions has not been a short one, but that

he rather seems to have taken up his residence in the Duchy of Sleswig.

Please accept, sir, the assurance of my most distinguished consideration,

C. HALL.

Mr. BUCHANAN,
Minister Resident of the United States of America.

LEGATION OF THE UNITED STATES,
Copenhagen, October 18, 1859.

SIR: I had the honor to receive, on the day before yesterday, your note of the 27th of last month, in reference to the case of Mr. Boie Smidt, a naturalized citizen of the United States. From the tenor of the note of your excellency, I am given to understand that "The competent authorities, namely, the minister for the Duchy of Sleswig, was quite willing, by means of a special and exceptive measure, to remove the formal obstacles which had prevented the discharge of Mr. Smidt," but that the interference of his Majesty's government had been rendered superfluous in the premises, inasmuch as the individual in question, Mr. Smidt, had thought proper, on the 23d of September last, to present himself before the committee of conscription, and ask permission to furnish a substitute; that the permission had been granted to Mr. Smidt to furnish a substitute; that he did furnish a substitute, and that by that act he had discharged himself from "the obligation" in question. It seems, then, that although Mr. Smidt is in person relieved from his arrest, he has not been so relieved from any act of the government of Denmark; but it is averred that he *has been relieved from his arrest* by means of his having procured of his own free will a substitute. I am very well satisfied that your excellency is not apprised of the whole state of the facts attending the furnishing of this substitute by Mr. Smidt; for if you were, I could not avoid the conclusion that your excellency would concur with myself in the opinion that the substitute should be at once discharged, and Mr. Smidt reimbursed by the government of Denmark the expense he has been subjected to in procuring the substitute. The facts as derived by me on yesterday from Mr. Smidt are substantially as follows:

Mr. Smidt is a naturalized citizen of the United States. A little more than two years ago he returned to Denmark, his native country, to visit his parents, intending to return again to the United States. Whilst here in Denmark, he was employed by the Rev. C. Willerup, a clergyman of the Methodist Episcopal church of the United States, as colporteur, to distribute books, tracts, &c., belonging to that denomination of Christians. In September last, when in Sleswig, engaged in the legitimate performance of his duties, he was arrested, and ordered to repair to Copenhagen, to be put into the naval service of his Majesty the King of Denmark. Mr. Smidt informed the "*cancel-*

ieraad'' who had caused his arrest that he was a naturalized citizen of the United States.

He was told in reply, that that made no difference, and that if he did not repair at once to Copenhagen, and surrender himself to the authorities, he would be taken there by force. Under these circumstances Mr. Smidt made his appearance in Copenhagen.

He proceeded at once to the authorities, and explained to them that he was a naturalized citizen of the United States. This did not avail, and he was told he must enter on duty in the naval service of his Majesty the King; that he would either be put at work at the Three Crown Battery, or placed on board of a national vessel destined for the West Indies. This being the position in which Mr. Smidt found himself placed, and learning from the authorities that there was no hope of his being relieved, he asked as a necessity if he might be permitted to put some one in his place, protesting at the same time that the government of Denmark had no proper claim upon him. Permission was granted, and Mr. Smidt furnished a substitute at a cost far beyond his ability to bear. This substitute was furnished by Mr. Smidt *not* voluntarily, as has been suggested, but on compulsion.

He was under arrest, and he had no other alternative which he could then avail himself of. It is proper to mention that Mr. Smidt applied to me to ascertain from me what, in my judgment, his rights might be, and I informed him that, according to my understanding of the case, the government of Denmark had no claim upon him, and that any unauthorized act of his (Mr. Smidt) would not be considered by me as at all obligatory upon myself as the representative of the government of the United States at this court.

I am sure, from the facts I have narrated above, your excellency will agree with me that Mr. Smidt ought not to be held bound by any agreement he may have entered into whilst under arrest, and whilst surrounded by the circumstances adverted to. It is not necessary for me to remind your excellency that from my first communication with you in reference to this case of Mr. Smidt, I have been of opinion, and have so expressed it to you, after very careful examination of all the facts and circumstances, that neither at the time of the arrest of Mr. Smidt, nor subsequently thereto, had the government of Denmark any claim upon him whatsoever.

I hardly need say that I continue of that opinion up to this time, and mention it now only for the purpose of indicating that I do not consider the discharge of Mr. Smidt alone, in the manner in which it has been made, as satisfactory. In reference to the last paragraph in the note of your excellency, without perceiving its direct point, I am enabled to say, in reply, that Mr. Smidt is a resident, or rather a sojourner in Copenhagen, and has no idea whatever of locating permanently in any part of Denmark, or *elsewhere* than in the United States of America.

I beg to assure your excellency of my very sincere and high regard,

JAMES M. BUCHANAN.

His Excellency C. HALL,
Minister of Foreign Affairs, &c., &c., &c.

Mr. Schleiden to Mr. Cass.

BREMEN LEGATION,
Washington, D. C., November 28, 1859.

SIR: Your note of the 9th of April last, relative to the surrender by Bremen to other German States of naturalized citizens of the United States from whom military service is claimed, only came to hand after I had left Washington, and was on the eve of embarking for Europe. Under these circumstances I deemed it proper to abstain from replying to your note until I should have had an opportunity of laying the matter again before my government, and of ascertaining whether your observations would change its views as explained in my notes of October 23, 1858, and March 16 last. My sojourn at Bremen afforded the desired opportunity, and I am instructed to submit the following remarks to your consideration:

In your note of the 9th of April last you question the propriety of Bremen surrendering naturalized American citizens, deserters from the military service of their native State, on the ground that Bremen is bound by treaty (convention of December 20, 1827,) to give special protection to the persons and property of citizens of the United States, of all occupations, who may be in her territories, either transient or dwelling therein, as long as they have committed no breach of her laws nor are charged with crime anywhere, and on the further ground that Bremen has no concern with any political questions which may be raised by a third power as to the respective duties which such an American citizen owes to that power and to the United States.

Bremen fully acknowledges her obligation to give protection to all American citizens, of all occupations, without making any distinction between native and naturalized citizens of the United States. My government is, however, of the opinion that in claiming and exercising, in certain distinct cases, the right of surrendering a naturalized citizen of the United States to another German State, from the military service of which he had deserted, it does not violate this solemn obligation, construing, as it does, the treaty stipulation of 1827 in the same sense as the American government, by limiting the protection due to American citizens to such cases where those citizens have neither committed a breach of the Bremen laws nor are charged with crime anywhere. Neither of the two high contracting parties could, in promising protection to the citizens of the other party, intend or be willing to renounce the right belonging, according to international law, to every independent State, to surrender foreign criminals, fugitives from justice, to another State with which it might have concluded, or afterwards should conclude, extradition treaties, and to make its territory an asylum for such foreign criminals.

Applying this principle and this construction of the treaty of 1827 to the question at issue, it seems not to be doubtful that desertion from military service and the breach of the oath of fealty is not only according to the laws of Bremen and of every other German State, but also according to the laws of the United States, (see article 20 of war, of April 10, 1806, and act of Congress approved May 29, 1830,) regarded

as a crime punishable with death or other severe punishment. But even if the United States should not view the act of desertion from their military service in the light of a crime justifying the demand of the extradition of the deserter, this would not make any difference, and not deprive Bremen of the right of concluding treaties with other States for the mutual delivery of deserters.

It is the object of all extradition treaties between different States to assist one another in having criminals brought to justice and not allowing them to escape punishment by fleeing to another country. In determining what crimes are to be deemed of sufficient gravity to make them a cause for the extradition of the perpetrator, every State has to consult its own interests, and if these interests should make the extradition advisable, no other State, the citizen of which the criminal may be, will, in the absence of express treaty stipulations, have a right to object, and still less to invoke special protection for such offender.

My government holds that desertion from the military service of any of the German States comes under that class of offenses (crimes) where, even without regard to the laws and regulations of the German Confederacy, the interest of Bremen itself may justify the surrender of the offender, (see my note of 16th March last,) and that no other State would have a right to complain of such surrender, on the ground that the deserter had, in the mean time, become its citizen. My government cannot consider a deserter from military service in the light of a political refugee, nor his act as a mere political offense. If the fact of desertion is proved it cannot make any difference that the individual (deserter) has afterwards, by deceiving the authorities of a foreign State in regard to his integrity and his *bona fide* expatriation, become the citizen of such foreign State; and it is the less expected that the United States government should ever claim special protection for a naturalized American citizen, a deserter from the military service of his native State, who has thus surreptitiously obtained the citizenship of the United States, as the difficult question of expatriation, though frequently discussed in the courts of the United States, has never been definitely settled there by judicial decision. Under such circumstances, it would be contrary to the well known sense of justice of this government, if it would not acknowledge the right of foreign governments to regulate the forms and modes of expatriation for their citizens as they may think proper.

According to most of the extradition treaties concluded by the United States, they do not hesitate to surrender even their own citizens, native as well as naturalized citizens, who, after having committed in a foreign country a crime warranting in their views such extradition, return to the States. They also would certainly not object against Bremen surrendering an American citizen charged with murder or arson, or robbery in any of the German States, and they would not expect Bremen to inquire into the natural or subsequent allegiance of such criminal, provided that the crime itself had been proved. Still less they would hesitate to surrender, in accordance with an extradition treaty with any foreign country, a Bremen citizen to such foreign country, notwithstanding the protection promised by the treaty of 1827, whenever

he had there committed a crime, the parties being in all cases the judges as to the offenses (crimes) to be embraced in such treaties. This point of view will also hold good in the case of the crime charged being desertion, and may apply as well to native as to naturalized citizens. I may be permitted further to add, that in view of the large number of unnaturalized foreigners in the army and navy of the United States, it would scarcely be claimed that it is not competent for them to conclude an extradition treaty with a foreign nation for the delivery of any person who may have deserted from their service, to whatever nation such deserter may belong, and although he may never have been naturalized in the States.

It is a recognized rule of international law, recognized anew in your note of the 9th of April last, that a State to which allegiance has been transferred has not the right to protect the citizen against his former government, if by his voluntary act, he again places himself within its power, and as stated in my note of October 23, 1858, it is only a simple consequence of this principle that it would also not be competent for such State to protect its naturalized citizen from the operation of the laws of his native country, in case he should go to another foreign country, which by treaty, is bound to surrender him, on application to his native State, as a deserter or fugitive from justice. Far from interfering with any political question which may be raised, as to the respective duties which such an individual owes to his native State, and to his adopted country, the government of a third State to which he proceeds will, whenever his extradition as a deserter or fugitive from justice is demanded by his native State, only have to consult the facts of the crime charged, and the tenor of the treaties by which it is bound to surrender criminals in certain cases. In claiming, therefore, the right of surrendering an American citizen to another German State from the military service of which he had deserted, my government disavows any intention to decide his political relations, which may be the subject of discussion between that State and the United States.

I regret that a disregard of treaty obligations on the part of Bremen should ever have become the subject of our official correspondence as in the range of possibility, and anxious to avoid even the semblance of a want of regard for the rights of American citizens, my government has deemed it necessary to give this answer to your note of the 9th of April last.

Whatever the practical issue of the question may be, and whatever course the circumstances of the case may dictate to my government, I trust that it will never be difficult to justify such course as being in full conformity with the spirit of our treaties, and with the feelings of sincere friendship for the United States government, and a proper appreciation of the rights of its citizens, I avail myself of this occasion to offer to you renewed assurances of my high consideration,

R. SCHLEIDEN.

General LEWIS CASS,
Secretary of State of the United States, Washington, D. C.

Mr. Calhoun to Mr. Cass.

No. 11.] LEGATION OF THE UNITED STATES,
Paris, December 6, 1859.

SIR: In your dispatch, No. 189, dated Washington, June 27, 1859, you instructed Mr. Mason to procure and transmit to the Department of State reliable information concerning the French conscription laws relating to American naturalized citizens born in France, who may at any time revisit their native country.

A copy of Mr. Mason's letter on this subject, addressed to his excellency Count Walewski, accompanied by his dispatch, No. 407, dated Paris, August 2, 1859.

I have the honor now to transmit a copy of the reply of the minister of foreign affairs to Mr. Mason's communication.

I have the honor to be, very respectfully, your obedient servant,
W. R. CALHOUN.

Hon. LEWIS CASS,
Secretary of State, Washington.

[Translation.]

Paris, November 25, 1859.

SIR: I have the honor to communicate to you the reply of the government of the Emperor to the questions which the deceased Mr. Mason had put to him in his letter of 27th July last, relative to Frenchmen emigrants to the United States who have there obtained letters of naturalization.

After having set forth the principles of the American law in the matter of naturalization, Mr. Mason reduced his inquiry to a formula, as follows:

First Question.—Does the French legislation recognize in individuals, French by birth, the right to cause themselves to be naturalized as subjects or citizens of a foreign country, without preliminary authorization from the government?

French legislation does not confer on a Frenchman the right to renounce his nationality, but he loses it by positive law (article 7, Code Napoleon,) through naturalization in a foreign country.

That naturalization, by the terms of the decree of August 26, 1811, may have grave consequences, provided for by that decree, when it has not been authorized by the government.

Even in cases in which such authorization has been accorded, it effectively disperses the prejudicial results of an unauthorized naturalization, but expressly maintains the loss of nationality.

Second Question.—Are Frenchmen by birth, but naturalized citizens of the United States, who return to France without having the intention to recover their nationality nor to establish themselves permanently, subject to the law of conscription?

The law of conscription imposes on every Frenchman the obligation of military service. It attaches to the fulfillment of this obligation a penal sanction.

Therefore, the Frenchman, who, before he had lost that quality, shall have emigrated, thus placing himself out of the way of the obligation of military service, would assuredly be punishable on his return to France, even although he should have obtained a foreign naturalization, and he may be prosecuted, whether as refractory, (Article 230, du Nouveau Code Militaire, loi du 9 Juin, 1859,) or as a deserter, (Articles 235, 236, 237, of same date.)

This, moreover, is recognized by the government of the United States, as it is a sequence from the letter of Mr. Mason, that it refuses its protection to the Frenchman become a stranger, in the two cases following:

1st. If the obligation of military service be anterior to the epoch of emigration.

2. If, before his emigration, the Frenchman had not satisfied the law of conscription. The question becomes more difficult when it treats of a man born abroad of French parents, and who, consequently, by the provisions of article 10 of Code Napoleon, is himself a Frenchman, and bound to military service, in conformity with article 6 of the law of March 21, 1832.

But if, in France, the quality of citizen is now actually acquired by parentage, yet, for a long time, nativity alone conferred it, and it may still be so in the United States. In such a case, it would be hard to subject to French law an individual who should have fulfilled similar obligations towards the country in which he was born.

Third question. Does the French law of conscription render the Frenchman, born and resident in a foreign country, subject to military service in the same degree as if he had not left the country of his birth, or as if he had not caused himself to be naturalized as a foreigner?

This question is disposed of by the solution which the federal government itself admits to the second.

If, in effect, the Frenchman, before emigrating and causing himself to be naturalized in a foreign country, has not satisfied the obligation of military service, evidently he may be prosecuted in France, in case of his return, even though the return should be only accidental. Besides, he might, during his absence, have been sentenced for contumacy, and his presence in France would impose, as well on the public authority as himself, the duty of clearing off this contumacy.

Such are the solutions which the three questions that the legation of the United States has presented to me can receive. It is difficult, moreover, to treat them theoretically, without knowledge of the circumstances which may have given birth to them, which often are of a nature to draw out modifications of the application of strict law.

I will add that all the points treated in the present dispatch present veritable questions of state, upon which the government of the Emperor can only express opinions, but the solutions belong exclusively to the courts.

Receive sir, the assurance of high consideration with which I have the honor to be, your very humble and obedient servant,

WALEWSKI.

Mr. CALHOUN,

Chargé d'Affaires of the United States at Paris.

Mr. Cass to Mr. Calhoun.

No. 7.] DEPARTMENT OF STATE,
Washington, December 31, 1859.

SIR: Your dispatch No. 11, of the 6th instant, has been received. You are aware of the circumstances which make it important that we should have precise information in regard to those provisions of the French law which may affect naturalized citizens of the United States. The note of Mr. Mason to Count Walewski, of the 27th of July last, expresses the views which are maintained by the United States in regard to the exemption from involuntary military service due to their naturalized citizens in foreign countries, and is entirely approved by the President.

The principles of the French law, as explained by Count Walewski in his note to you of the 25th ultimo, might, if rigidly enforced, seriously affect the rights of American citizens, and we indulge the confident expectation that the French government will take such measures as may be necessary to prevent persons born in France and naturalized in the United States, when returning for temporary purposes to the land of their birth, from being held responsible for the nonperformance of any military duty, unless they had actually been called upon to perform such duty previous to their emigration. There is a misapprehension upon this point in Count Walewski's note which it is important should be corrected, and you will embrace the first favorable opportunity for this purpose. It is not understood that under any circumstances is a returned Frenchman, naturalized in the United States, liable to be required to perform military service; but he is held criminally responsible, and subject to punishment, for having left France without fulfilling every duty which during life he would be held to render. Count Walewski supposes that this is a principle also recognized by the government of the United States. In this, however, there is a grave error. The note of Mr. Mason does not justify this inference. The minister of foreign affairs deduces from it the admission that the United States refuse their protection to the Frenchman become a naturalized citizen in the two following cases:

1. If the obligation of military service be anterior to the epoch of emigration.

2. If, before his emigration, the Frenchman had not satisfied the law of conscription.

These positions are not in accordance with the principles maintained by the United States, nor are they legitimate deductions from the views presented by Mr. Mason. On the contrary, his note states clearly and briefly our doctrine to be, that the naturalized emigrant cannot be made responsible, on his return, for any military duty, unless he had been actually required to perform it before his emigration, and had deserted from it. We do not recognize the binding obligation of contingent duties depending for their performance upon time and other future circumstances. Accompanying this, you will receive the copy of a letter of instructions, of the 8th of July last, to the minister of the United States at Berlin, respecting a case affecting an American citizen

which recently occurred in the kingdom of Hanover. This dispatch, together with the letter to Mr. Hofer, of which you have a copy, contains the views of this government on the subject of the rights of naturalized American citizens returning to their native country. You will also receive, herewith, a copy of two other dispatches on the same subject, to our minister at Berlin. It is considered unnecessary to enter, at present, into any further consideration of the matter.

It is very desirable that an understanding should exist between this government and that of France, by which all danger of collision upon this important subject should be avoided. We cannot believe that the pretension to punish an American naturalized citizen for leaving France, when by so doing he violated no actual existing duty he was then required to perform, will be enforced in France. It is not expected you should urge this subject with undue haste, as there is no practical case now requiring action; but, as opportunity offers, you will present it to Count Walewski, explain to him precisely the position we occupy, and make known to him our wish that the French government should adopt such measures as will protect American citizens, under the circumstances stated, from being interfered with on their return to France.

There is one remark in the note of Count Walewski to you to which it may be well to advert. It is stated that, by the French code, a man born abroad of French parents is bound, on his return, to perform military service. But I understand it to be conceded by Count Walewski that this provision does not apply in cases where such person is born in a country which recognizes nativity as carrying with it the right of citizenship. That is an essential part of our political institution, and the soundness of the French position is, therefore, no subject for our consideration.

I am, sir, respectfully, your obedient servant,

LEWIS CASS.

W. R. CALHOUN, Esq.,
&c., &c., &c.

Mr. Ricker to Mr. Cass.

[Extract.]

No. 4.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Frankfort-on-the-Main, January 4, 1860.

SIR: I have the honor to inclose a copy of a letter just received from Mr. Joseph Schierberg, dated at Damme, in the Grand Duchy of Oldenburg, 2d instant. It seems to call for some stronger action than a vice-consular officer is able to exercise, however energetically disposed he may be. It is the old story—of which cases are springing up every day—of claims on American citizens with American passports, to perform German military service. His excellency Minister Wright, no doubt, fell into the error of supposing that my district extended over Oldenburg, from the circumstance plain enough to

everybody in this country, that such an arrangement would be far more judicious and proper than the present one. I have replied to Mr. Schierberg that he should apply to Mr. Vice-consul Doering; but, in case of his absence or of his inability to render him the required assistance, to write to me again, and I would endeavor, in some way or other, to get a protest before the Oldenburg government. * *

I have the honor to be, with great respect, sir, your obedient, servant,

SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

DAMME, GRAND DUKEDOM OF OLDENBURG,
January 2d, 1860.

DEAR SIR: I was arrested in this place on the 28th of December, 1859, for owing military service to the Grand Duke of Oldenburg, at eight o'clock in the morning, by an officer of the above-named government and taken to the "*Amt-House*," or before the magistrate of this town, who had a warrant for me, which he read to me; and he gave me the choice of being taken on foot to the capital of this country, the city of Oldenburg, or give bonds to the amount of eighteen hundred ($1,800) dollars in Prussian currency. I preferred the latter, and gave bonds for that amount. I emigrated from Damme in the year 1835, in the month of March or April, with all our family, my mother being a widow at that time, my father having died three years previous. I was at the time of our emigration to the United States nine years old. We arrived in Baltimore in June or July the same year, (1835,) and went to Cincinnati, Ohio, at which place I have resided ever since. I was naturalized in Cincinnati by a judge of the court of common pleas, when E. C. Roll was clerk of that court. I left Cincinnati at the age of thirty-one, on the 7th of September, 1859, for New York, and sailed on the Bremen steamer "New York," for Southampton, and went over to Havre, France; from thence to Paris, *via* Strasburg, to Frakfort-on-the-Main, where I staid several days at hotel "Landsberg;" from Frankfort to Hanover, and then to Osnabrück, and to this place, to visit some of my relations.

The above is a copy of a letter that I wrote to the Hon. Joseph A. Wright, United States minister at Berlin, Prussia, on the day of my arrest. I wrote to him also that I have a United States passport, signed by the Hon. Lewis Cass, (dated Washington, August 15, 1859,) Secretary of State; in which passport, my wife, three children, and servant are mentioned. I came to Europe on the advice of my doctor, on account of bad health, and I intend to return next summer to the United States.

The Hon. Joseph A. Wright, United States minister at Berlin, answers me as annexed.

Dear sir, you will confer a great favor to me by answering this letter. Myself and wife feel somewhat uneasy in this case. You will please answer at your earliest convenience.

Yours, respectfully, &c.,

JOSEPH SCHIERBERG.

Hon. SAMUEL RICKER,
U. S. Consul General, Frankfort-on-the-Main.

BERLIN, *December* 31, 1859.

DEAR SIR: Yours of the 28th instant is before me. The Oldenburg government has no right to your military service. Your arrest is a great outrage. You are an American citizen, and entitled to full protection. I am not, however, accredited to the government which has arrested you. You should write immediately to Mr. Ricker, our consul general at Frankfort-on-the-Main, who will promptly attend to your case and give all necessary instruction and aid. I believe he has a vice-consul at Oldenburg.

In haste, &c.,

JOSEPH A. WRIGHT.

Mr. JOSEPH SCHIERBERG,
Damme, &c.

Mr. Doering to Mr. Appleton.

[Extract.]

No. 1.] CONSULATE OF THE UNITED STATES,
Oldenburg, January 12, 1860.

SIR: * * * * * * * *

I have to inform the department of the arrest of an American citizen, Mr. Joseph Schierberg, from Cincinnati, by the Oldenburg government, as being held liable to military service; he having emigrated to the United States in his ninth year, with his mother. Mr. Schierberg, at his arrest in Damme, addressed himself to our minister in Berlin, his excellency Joseph A. Wright, but the same not being accredited to this government, referred Mr. Schierberg to Mr. Ricker, consul general of the United States in Frankfort. This consulate not being within the consular general district of Mr. Ricker, Mr. Schierberg was directed by the same to apply to me, as vice-consul of the Grand Duchy of Oldenburg, for redress.

Mr. Schierberg having given bonds for 1,800 thalers, was permitted to come to Oldenburg, and called on me for his protection as an American citizen. I called immediately on Mr. Von Rössing, minister of the foreign department, stated the circumstances of Mr. Schierberg, and asked for his release. The minister asserted the full justice of their claim upon Mr. Schierberg, and that the acquired citizenship of the

United States did not release him of his duty owing unto them. I told the minister that our government would protect Mr. Schierberg, and claim his release; showed him also the answer which Mr. Schierberg had received from Mr. Joseph A. Wright, our minister, and that of our consul general, Mr. Ricker, for the same purpose. I referred also to the same circumstances, which but lately had happened in the kingdom of Hanover, and also this government had given up their claim and released the man. The minister finally declared that they could not go to war with the United States, but this matter could only be settled in the regular diplomatic way. They would consider the matter till to-morrow. If they would come to another conclusion, he would send me word; but if not, it would have to be settled as he stated.

These are the particulars of my interview with the minister of the foreign department. As no word was sent to me the next day, I presumed they had concluded not to release Mr. Schierberg, but hold on to their claim. I wrote therefore to his excellency Joseph A. Wright, all these particulars, submitted the whole to him, and asked for further instructions, as the minister of the foreign department on a similar occasion had refused to acknowledge Mr. Epping, the former consul here, as the proper diplomatic person to interfere.

However, to preserve the friendly intercourse which heretofore has existed between this and our government, I made some other personal efforts for the release of Mr. Schierberg. This morning I called on the attorney general, to ascertain what other proceedings they would enter upon. Here I received the assurance that all further prosecution against Mr. Schierberg would be dropped, he having proved that he had emigrated in his ninth year, as Schierberg asserts, to the United States. This will likely have been done at this time, and Mr. Schierberg was at liberty. Also of these facts I have informed our minister in Berlin, in a postscript.

The attorney general told me he intended to apply for a law that all those who emigrated or had emigrated before the seventeenth year of their age should not be held liable to military duty at their return here; and by such a law he hoped all future conflicts with the United States would be avoided.

Should any other circumstances in this case occur, or any other of this kind, I shall keep the department advised.

I am, sir, very respectfully, your obedient servant,

C. H. DOERING,
United States Vice-Consul.

JOHN APPLETON, Esq.,
Assistant Secretary of State, Washington, D. C.

Mr. Ricker to Mr. Cass.

[Extract.]

No. 26.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA.
Frankfort-on-the-Main, January 19, 1860.

SIR: I have the honor to hand you herewith the copy of a second letter received from Joseph Schierberg, dated at Damme, the 16th instant.

* * * * * * * * *

In my dispatch No. 21, of the 14th instant, it is stated that by the present system of reclamation, Germany did not recover from the many thousands who yearly emigrate, more than some half a dozen or less, for each State. That statement is not exactly correct. *All* Germany regains to her use not more than half a dozen yearly; but in the aggregate the number is equal to some half a dozen for each German State, of those returned German travelers who require consular protection; of those who are police-hunted, arbitrarily oppressed, or in some other manner unjustly molested; of those who are prevented from accomplishing the purpose for which they have returned—being kept out of their native State, and consequently obliged to leave business transactions unsettled, in many cases forfeiting to the advantage of their former governments estates inherited, &c., merely from fear of arrest and molestation, annoyances from which their American nationality should of right afford them ample security.

I have the honor to be, with great respect, sir, your obedient servant,
SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

DAMME, GRAND DUCHY OF OLDENBURG,
January 16, 1860.

Your letter of the 4th instant came duly to hand on the evening of the 6th. The next morning I left for Oldenburg. I called on Mr. C. H. Doering, United States vice-consul, stated to him my case; also gave him your letter and that of the Hon. Joseph A. Wright, United States minister at Berlin. He said he would do for me all he could. He called on the proper officers of this government. He informed them that the United States government would protect me; but it appears that the Oldenburg government do not acknowledge Mr. Doering as the authorized person to interfere in such cases. I informed Mr. Doering that I was anxious to have my case settled as soon as possible, on account of releasing my security. Mr. Doering accompanied me to the military court-house. I was examined by the doctor, then sent to the State's attorney, who asked me more questions than I could answer. I told him at what age I emigrated with our family to the United States, &c., &c., the same I wrote you in my former letter.

The State's attorney then told me to go to Damme, and prove before the magistrate that I emigrated at the age I stated; which I have done. I supposed that would end the case, but I was mistaken. The *amtmann* or magistrate told me I had to appear at the capital on the 18th instant, or forfeit my bonds. I leave in the morning for Oldenburg. I will inform you what disposal they make of my case. I shall not pay a dollar if they should impose a fine on me, and I hope the United States government will protect me. Mr. Doering has done all for me that was in his power.

I am, &c.,

JOSEPH SCHIERBERG.

Hon. Mr. RICKER,
United States Consul General, Frankfort-on-the-Main.

Mr. Cass to Mr. Schleiden.

DEPARTMENT OF STATE,
Washington, January 26, 1860.

SIR: Your note of the 28th of November last, relative to the claim of Bremen to surrender naturalized citizens of the United States to the governments of other German States, on the ground of their being deserters from the military service of those States, was duly received, and has been taken into consideration.

In reply, I have to state that, while you correctly represent that, by the laws of the United States, desertion from the army is made a crime, a person charged therewith must be clearly shown to have incurred the obligation to serve.

The views of the President upon the subject are contained in the accompanying extract from an instruction of the 8th of June last, from this department, to the minister of the United States at Berlin. As this instruction denies the right of the German governments to claim military service from returning naturalized citizens of the United States under the circumstances there set forth, the right of Bremen to surrender them in order that that service may be required of them elsewhere, cannot, of course, be acquiesced in. On this latter point, the opinions of this government were so fully communicated to you on the 9th of April last, that I do not think it necessary to repeat them now. It is proper to add, however, that I had no intention in that communication to intimate a doubt of the entire good faith of the government of Bremen in its intercourse with other governments, because no such doubt is entertained by the United States. It was quite necessary, however, to inform you that the arrest of our citizens in Bremen, under the circumstances mentioned in your note of the 28th of November last, for the purpose of their extradition, would not be regarded by this government as consistent with such faith.

I avail myself of this occasion to offer to you, sir, renewed assurances of my high consideration.

LEWIS CASS.

RUDOLPH SCHLEIDEN, Esq.,
&c., &c., &c.

Mr. Cass to Mr. Buchanan.

No. 15.] DEPARTMENT OF STATE,
Washington, February 4, 1860.

SIR: Your dispatches, to No. 34 inclusive, have been received.

I have already conveyed to you the approbation of the President of the views you have presented to the government of Denmark respecting the case of Mr. Smidt. With regard to the reimbursement you have demanded of the amount paid by Mr. Smidt for a substitute, your course is also approved; and, if necessary, you will make known to the minister of foreign affairs the expectation of this government that the justice of the claim will be recognized and the amount refunded.

But it is proper to observe that we have no right to ask the return of the sum paid by Mr. Smidt for a substitute, and the discharge of such substitute also. The pecuniary remuneration to Mr. Smidt will satisfy our just demand upon the government of Denmark.

I am, sir, your obedient servant,

LEWIS CASS.

JAMES M. BUCHANAN, Esq., *&c. &c.*,
Copenhagen.

Mr. Ricker to Mr. Cass.

[Extract.]

No. 51.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Frankfort-on-the-Main, February 14, 1860.

SIR: I have the honor to hand annexed the copy of a letter just received from Mr. Joseph Schierburg, dated at Damme, the 13th instant.

The particulars of Mr. Schierburg's case were brought to your notice in my dispatches Nos. 4 and 26. You will now perceive that he has been liberated by the attorney, on the ground that the doctor had found him unfit, and that he had emigrated at an early age with his parents.

* * * * * * * *

I have the honor to be, with great regard, sir, your obedient servant,

SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

DAMME, *February* 13, 1860.

DEAR SIR: I was discharged at Oldenburg, by the State's attorney, on the ground that the doctor found me unfit for service, and that I

emigrated to the United States at an early age with my parents. I would have written to you before this, but I have been unwell since my return from Oldenburg. I took a bad cold in the stage coach.

Please accept my thanks for the interest you have taken in my behalf.

Yours, respectfully, &c.,

JOSEPH SHIERBURG.

Hon. Mr. RICKER,
U. S. Consul General, Frankfort-on-the-Main.

Mr. Helm to Mr. Cass.

No. 5.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, February 22, 1860.

SIR: I have the honor to inform you that, in the early part of the past month, the governor of Sagua la Grande issued an order summoning Gabino de Liaño, a native of Spain, but a naturalized American citizen, temporarily at that place, to surrender himself at the barracks for military duty. Mr. Liaño presented himself at the government house and exhibited to the governor his certificate of naturalization, together with his passport and *carta de domicilia*, in both of which he is described as an American citizen; notwithstanding which, the governor ordered him to surrender himself at the barracks, go to prison, or give bond in the penalty of $318, which is the indemnity for the conscription. To save himself from prison, he executed the bond, under protest.

The inclosed copy of my correspondence with his excellency the captain general, superior governor of Cuba, will put you in possession of all the facts necessary to a full understanding of this case.

You will perceive that the captain general takes the broad ground that natives of Spain, who have become naturalized citizens of another power without the authorization of Spain, are, under *any* and *all* circumstances, upon returning to the dominions of Spain, subject to military duty, and says that Mr. Liaño, though but nine years of age when he emigrated to the United States, has no alternative but to pay the penalty of the bond or surrender himself for military duty; and that, in the absence of instruction, I have, in the most earnest manner, protested against any act by which Mr. Liaño will be forced into the service of Spain, or compelled to pay the penalty of the bond coerced from him, and executed under protest.

I did not think the note of his excellency the captain general left room for argument, and therefore deemed it proper merely to state that the government of the United States would not consent that her adopted citizens, when temporarily abroad, even when visiting or temporarily residing in the country of their nativity, should be forced by a foreign power to perform military duty, from which position I shall not depart. And I must state that I am of opinion the captain general has given, or will give, the order to the governor of Sagua la

Grande to enforce the penalty of the bond, or compel Liaño to enter the service of Spain. Under these circumstances, I must ask full instruction in the premises at your earliest convenience.

I am, with profound respect, your obedient servant,

CH. J. HELM.

Hon. LEWIS CASS,
Secretary of State, Washington.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, January 18, 1860.

SIR: I have the honor to inform you that orders were recently issued by the lieutenant governor at Sagua la Grande for the arrest of Gavino de Liaño, a citizen of the United States, with the view of forcing him to perform military duty as a Spanish subject. The facts, as I am informed and believe, are as follows: Gavino de Liaño, when nine years of age, emigrated with his parents from Spain to America, and that when he arrived at the proper age he was admitted under our naturalization laws a citizen of the United States; that in May, 1858, he came to Cuba with a passport issued by the Spanish consul resident at San Francisco, in which he is described as an American citizen; that shortly after his arrival here he was compelled to take out, as an American citizen, a *carta de domicilia*, and has remained in this island, recognized in all his intercourse with officials and private individuals as a citizen of the United States; that when advised of the order for his arrest he presented himself in person to the governor and exhibited to him his certificate of naturalization, claiming his exemption from military duty and his rights as an American citizen; notwithstanding which, the governor ordered him to give security in the sum of $318 as the substitute for the conscription, go to prison, or surrender himself at the barracks; that to save himself from imprisonment he gave the security, under protest.

Mr. Liaño avers that in coming to Cuba he never intended to resume his original nationality, but that from the time he first landed at Havana to the present moment he has on all proper occasions proclaimed himself a citizen of his adopted country; that the *carta de domicilia* granted to him by this government is a full recognition of his American citizenship; in fact, it was because of his foreign citizenship that he was compelled to take out this *grant of temporary residence*. I presume that, under the foregoing statement of facts, it will not be contended that Mr. Liaño owes military service to the Spanish government, and must therefore request that your excellency cause the bond executed by Mr. Liaño to be canceled, and all further proceedings against him by reason of the foregoing to be dismissed.

I have the honor to be, with profound respect, your obedient servant,

CH. J. HELM.

His Excellency the Capt. Gen. DON FRANCISCO SERRANO,
Superior Governor of Cuba, &c., &c , &c.

[Translation.]

GOVERNMENT CAPTAIN GENERALCY AND SUPERINTENDENCY BY DELEGATION OF THE EVER FAITHFUL ISLAND OF CUBA. OFFICE OF THE GOVERNMENT SECRETARY, SECTION OF GOVERNMENT No. 3973.

HAVANA, *February* 14, 1860.

Being informed of the contents of your communication dated the 17th of January, in order to consider as exempted from the military service of Spain the young man Don Gavino de Liaño, as he appears inscribed as a citizen of the United States, I have to state that, even not taking into account the age he had when, with an uncle of his, he came from the peninsula to North America, for similar cases the royal decree of the 17th November, 1852, declares "that the foreigner obtaining naturalization in Spain, as well as the Spaniard obtaining it within the territory of another power, without the knowledge and authorization of his respective government, shall not exempt himself from the obligations which were consequent to his primitive nationality, although the subject of Spain may in other respects lose the quality of a Spaniard, conformably to what is prescribed in article 1st of the constitution of the monarchy." For which reason he has no recourse left to him but to enter the military service or redeem himself with the quota of indemnity.

God preserve you many years.

FRCO. SERRANO.

The CONSUL GENERAL OF THE UNITED STATES.

GOBIERNO CAPA. GENERAL Y SUPERINTENDENCIA DELEGADA DE HACIENDA DE LA SIEMPRE FIEL ISLA DE CUBA. SECRETARIA DE GOBIERNO, SECCION DE GOBIERNO No. 3973.

HABANA, 14 *de Febrero de* 1860.

Enterado de la comunicacion de V. S. fecha 17 de Enero en órden á considerar exento del servicio militar de España al jóven Don Gabino de Liaño por aparecer inscripto como ciudadano de los Estados Unidos, debo manifestar que, aun prescindiendo de la edad en que pasó con untio suyo de la peninsula al Norte América, en casos semejantes el real decreto de 17 de Noviembre de 1852, declara "que el estrangero que obtuviere naturalizacion en España, así como el Español que la obtuviere en el territorio de otra potencia, sin el conocimiento y autorízacion de su gobierno respectivo, no se libertará de las obligaciones que eran consiguíentes á su nacionalidid primitiva, aunque el súbdíto de España pièrda en otro concepto la calidad de Español, con arreglo á lo dispuesto en el artículo 1° de la constitucion de la monarquia." Por lo cual no le queda mas que entrar en el servicio milítar ó redimirse con la cuota de indemnizaciòn.

Dion guarde á V. S. muchos anos.

FRCO. SERRANO.

Sõr CÓNSUL GENL DE LOS ESTADOS UNIDOS.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, February 20, 1860.

SIR: I have the honor to acknowledge the receipt of your excellency's note of the 14th instant, in reply to my communication of the 17th ultimo, asking that the proceedings against Gavino de Liaño, a naturalized American citizen, temporarily residing at Sagua la Grande, who had been summoned by the governor of that place to surrender himself at the barracks for military service, be dismissed, and the bond coerced from him, and executed under protest, be discharged.

I had hoped, and from the conversation I had with your excellency on the subject did believe, that Mr. Liaño would not be pursued further, and hence the decision of your excellency, as communicated to me in your note, was read with great regret and some surprise.

The government of the United States will not consent that her adopted citizens when temporarily abroad, even when visiting or temporarily residing in the country of their nativity, shall be forced by a foreign power to perform military duty; and I must, in the most earnest and solemn manner, in the absence of instructions from my government, object to any act by which Mr. Liaño will be forced into the military service of Spain, or be compelled to pay the bond coerced from him as the indemnity for the conscription.

I have the honor to be, with personal regards and profound respect, your most obedient servant,

CHARLES J. HELM.

His Excellency the Capt. Gen. DON FRANCISCO SERRANO,
Superior Governor and Captain General of Cuba, &c., &c.

CONSULATE GENERAL OF THE UNITED STATES,
Havana, February 20, 1860.

SIR: I herewith inclose you a copy of my correspondence with his excellency the captain general, on the subject of the attempt by the governor of Sagua la Grande to force Gavino de Liaño, a naturalized American citizen, to perform military duty in the service of Spain.

I will thank you to instruct or advise Mr. Liaño not to pay the bond, as I am satisfied the government of the United States will protect him in his rights as an American citizen.

I am, sir, very respectfully, your obedient servant,

CHARLES J. HELM.

HUGH MARTIN, Esq.,
United States Consul at Matanzas.

Mr. Cass to Mr. Helm.

DEPARTMENT OF STATE,
Washington, March 3, 1860.

SIR: Your dispatch, No. 5, has been received, inclosing your correspondence with the captain general on the subject of a recent or-

issued by the governor of Sagua la Grande, summoning a naturalized citizen of the United States, temporarily residing at that place, to surrender himself at the barracks for military duty.

A copy of the correspondence which you have transmitted respecting this affair has been sent to the United States minister at Madrid, who has been requested to call the attention of the government of her Catholic Majesty, without delay, to this case, as one in which much interest is felt by the President, involving as it does the claim of a foreign government to interfere with the personal security and liberty of citizens of the United States whose interests may require them to return temporarily to the respective countries of which they were once inhabitants. This claim which, as you are aware, is denied by the government of the United States, has, in all recent cases, been yielded without hesitation, upon a representation of this government respecting it. These views are given in a dispatch of the 8th of July last, addressed to Mr. Wright, at Berlin, a printed copy of which you will receive with this communication.

Fortunately, such cases as the one in question are not likely to be of frequent occurrence, and the President indulges the confident hope that the government of her Catholic Majesty will at once direct its authorities in Cuba to put a stop to all further proceedings against Mr. Liaño, and, at the same time, take such measures as may prevent the recurrence of similar proceedings so likely to interrupt the friendly relations of the two countries.

I am, sir, your obedient servant,

LEWIS CASS.

C. J. HELM, Esq.,
United States Consul General, Havana.

Mr. Helm to Mr. Cass.

No. 7.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, February 28, 1860.

SIR: I have the honor to inform you that I received on yesterday a note from his excellency the captain general, superior governor of Cuba, informing me that he had resolved to cancel the bond executed by Gavino de Liaño, at Sagua la Grande, as the indemnity for the conscription, suspend all further proceedings against him, and submit the case to his government, with the recommendation that Gavino de Liaño be exempted from military duty; a copy of which, together with my reply, is herewith inclosed.

I am, sir, with great respect, your obedient servant,

CHARLES J. HELM.

Hon. LEWIS CASS,
Secretary of State, Washington.

GOVERNMENT CAPTAIN GENERALCY AND SUPERINTENDENCY BY DELEGATION OF THE EXCHEQUER OF THE EVER FAITHFUL ISLAND OF CUBA.

OFFICE OF THE GOVERNMENT SECRETARY,
Havana, February 23, 1860.

I have received your communication of the 20th instant, in which you are pleased to present me some observations in respect to the declaration made by this superior civil government, in the case as to whether there is or not the obligation to enter the military service on the part of the young man Gavino de Liaño, a Spaniard by birth, now a citizen of the United States, residing at present in the town of Sagua la Grande, and demanded by the royal order of the 27th of May, 1858, as a conscript for the proportion of Santa Maria del Cazon in the peninsula.

Before entering into the merits of the case, taking notice of one of your remarks, I have to state that if, on your speaking to me confidentially upon this matter, I may have given you some expectations of a favorable result, it was in the understanding that it referred to a citizen of the United States, born in it, preserving his original nationality, and not subject to any of the obligations which the laws of Spain impose upon the natives of this country.

But the case is very different from that which I had understood. There appears in the *expediente* of the affair, in a manner which leaves no doubt that Gavino de Liaño was born in Spain; that at an early age he went to the United States, where he became naturalized, without the permission of the Spanish government; and that on his coming, at a later day, to the Island of Cuba, he fixed his residence at the said town of Sagua la Grande.

In this understanding, and considering the article 45th of the royal decree of 17th of November, 1852, in which it is definitely established that Spaniards obtaining letters of naturalization in a foreign country, without the authorization of her Majesty's government, shall, when they return to Spain, be subject to the same obligations as if they had never been naturalized in another country, I could not, in strict law, fail to apply to the young man, Gavino de Liaño, the sovereign command which has foreseen the case in which he finds himself.

According to the good principles of international policy, this question, in its present state, should be treated of at the court of Spain, directly between the minister plenipotentiary of the United States and her Majesty's government. Being desirous, however, of showing to you all deference, which you and the nation whose representative you are here deserve, recognizing that in the case of Gavino de Liaño there are some circumstances which may render it equitable that he be exempted from the military service; but in the impossibility of exceeding my powers, by leaving without effect the two sovereign commands before cited, I have resolved that the case be referred to her Majesty's government, with a report favorable to the pretension supported by you, and that until a definitive resolution be issued the proceedings against Liaño be suspended; that the bond be canceled; and that he be not compelled to perform military service. All of which I say to you for-

your information and in answer to your communication above mentioned. God preserve you many years.

FRCO. SERRANO.

The CONSUL GENERAL OF THE UNITED STATES, *in this city.*

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, February 28, 1860.

SIR: I have the honor to acknowledge the receipt, on yesterday, of your note of the 23d instant, informing me that you had resolved to suspend all proceedings against Gavino de Liaño, and cancel the bond which he executed, under protest, as the indemnity for the conscription.

I shall, with great pleasure, forward a copy of your communication to Washington by the first mail, that the important international question involved in our correspondence may be acted on by the governments of her Catholic Majesty and the United States, either there or at Madrid.

I am, sir, with profound respect, your obedient servant,

CHARLES J. HELM.

His Excellency the Capt. Gen. DON FRANCISCO SERRANO,
Superior Governor of Cuba, &c., &c., &c.

Mr. Appleton to Mr. Helm.

DEPARTMENT OF STATE,
Washington, March 8, 1860.

SIR: Your dispatch No. 7 has been received, in which you state that the captain general has resolved to cancel the bond executed by Mr. Liaño as the indemnity for conscription, to suspend all further proceedings against him, and submit the case to his government, with the recommendation that Mr. Liaño be exempted from military duty.

The department has been much gratified to learn that the captain general has been induced to yield to your representations in this case, and relieve Mr. Liaño from the embarrassing condition in which he was placed. You will take an early opportunity of making known to the captain general how highly the courtesy which he has shown in this matter is appreciated by the government of the United States.

Your correspondence with the captain general has been read with interest and pleasure, and your proceedings receive the approval of the department.

I am, sir, your obedient servant,

JOHN APPLETON,
Assistant Secretary.

C. J. HELM, Esq.,
United States Consul General, Havana.

Mr. Ricker to Mr. Cass.

No. 61.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Frankfort-on-the-Main, February 23, 1860.

SIR: Application has just been made to me for my official assistance in behalf of a Mr. Anton Weidmann, said to be a citizen of the United States, who is now in difficulty in Rhenish Bavaria, in consequence of a claim for personal military services.

I do not think it is within my power to assist Mr. Weidmann *effectually*, and an inadequate interference might even aggravate his position.

But it is proper that I should bring his case to your notice, and, by the present, I have the honor to do so, and to solicit, in his behalf, the needful protection against the outrage offered to him, and through him to every American citizen.

I have the honor to be, with great respect, &c.,

SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

Mr. Buchanan to Mr. Cass.

[Extract.]

No. 45.] LEGATION OF THE UNITED STATES,
Copenhagen, February 26, 1860.

SIR: After I had closed my dispatch to you (No. 44) this morning, your dispatch (No. 15) came to hand.

I am truly glad to see that my course in regard to the case of the naturalized citizen, Mr. Boie Smidt, has been approved of by the President. You may rely on it, it is absolutely necessary to take strong ground in regard to the *just rights* of our naturalized citizens. They are constantly subjected to annoyances in Europe. I have several cases before me at present, but I do not apprehend much difficulty with any of them, if I can only myself be satisfied with the regularity and correctness of the *naturalization papers*. You will see, by my dispatch of to-day, that we have a new Danish ministry here; and I am gratified to believe that the new minister of foreign affairs is extremely well-inclined towards our government.

* * * * * * * *

I will have an immediate interview with his excellency, Mr. Hall, the new minister, in regard to the matter of Mr. Boié Smidt, and I doubt not it will, after a while, be satisfactorily arranged.

I have the honor to be, with great respect, your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS, *&c., &c., &c.*

Mr. Buchanan to Mr. Cass.

[Extract.]

No. 46.] LEGATION OF THE UNITED STATES,
Copenhagen, February 29, 1860.

SIR: I have the honor to inform you that on Monday last, the day after the reception of your dispatch No. 15, I addressed a note to his excellency Mr. Hall, the new minister of foreign affairs, asking an early interview with him, my object being to bring to his immediate notice the still unsettled case of Mr. Boie Smidt. Looking to the kind relations which have existed between Mr. Hall and myself, when he was at the head of the ministry of foreign affairs, and looking also to the fact that he and myself had had some correspondence, and much conversation, in respect to this case of Mr. Boie Smidt, whilst he (Mr. Hall) occupied that position, I thought it best to converse with him in person, rather than to address to him a formal communication.

* * * * * * * * *

At the time appointed I called on the minister of the foreign office. He received me with great kindness and cordiality. I explained to him the object of my visit, and I read to him that part of your dispatch terminating with the words "and the amount refunded;" the remainder of the dispatch I thought it better to reserve for further consideration, inasmuch as I had been informed, but not by the Danish government, that the "substitute" had been already discharged. The minister heard patiently what I had to say, and I took occasion, among other things, mildly to remind him of what I had previously assured him, that the government of the United States would feel itself bound to vindicate the just rights of our naturalized citizens at all times and in all places.

The minister assured me that he had hoped the case of Mr. Smidt had been already settled, that he would take it into immediate consideration, and would determine it one way or another with as little delay as possible.

It is proper to say that although my interview with the minister was full, and, as far as it went, satisfactory to me, he by no means committed himself to any line of action. He desired time for examination and reflection, and I cheerfully acquiesced in the propriety of his taking it. The minister expressed his gratification that I have proposed to converse with him rather than to have addressed to him a formal note on the subject in question, and I assured him that it was always agreeable to me to converse freely with one who seemed so well disposed to do what might be just and proper.

I am inclined to think I may have some difficulty in obtaining the indemnity required, but still in the end I think I shall succeed.

I have the honor to be, with high respect, your obedient servant,

JAMES M. BUCHANAN.

Hon. LEWIS CASS,
Secretary of State.

Mr. Cass to Mr. Preston.

No. 25.] DEPARTMENT OF STATE,
Washington, March 1, 1860.

SIR: I have the honor herewith to transmit a copy of a dispatch of the 22d ultimo from the consul general of the United States at Havana to this department, on the subject of a recent order issued by the governor of Sagua la Grande, summoning a naturalized citizen of the United States, temporarily residing at that place, to surrender himself at the barracks for military duty.

It appears that Mr. Liaño, the individual alluded to, who is a native of Spain, answered the summons of the governor, and exhibited to him his certificate of naturalization, with other proofs of his American citizenship; notwithstanding which, however, he was ordered either to go to the barracks for the performance of the military service exacted of him, or give bond in the penalty of $318, as indemnity for the non-performance of such service. To escape being sent to prison, he executed the bond, under protest.

A copy of the correspondence respecting this affair which has taken place between the consul general of the United States and the captain general of Cuba accompanies the transcript of the former's dispatch, herewith sent.

You are requested to call the attention of the government of her Catholic Majesty, without delay, to this case, as one in which much interest is felt by the President, involving, as it does, the claim of a foreign government to interfere with the personal security and liberty of citizens of the United States whose interests may require them to return, temporarily, to the respective countries of which they were once inhabitants. This claim, which, as you are aware, is denied by the government of the United States, has, in all recent cases, been yielded without hesitation, upon representation of the views of this government respecting it. These views are given at length in a dispatch of the 8th of July last, addressed to Mr. Wright, at Berlin, a printed copy of which you will receive by the next mail.

Fortunately, such cases as the one in question are not likely to be of frequent occurrence; and the President indulges the confident hope that the government of her Catholic Majesty will at once direct its authorities in Cuba to put a stop to all further proceedings against Mr. Liaño, and at the same time take such measures as may prevent the recurrence of similar proceedings, so likely to interrupt the friendly relations of the two countries.

I am, sir, your obedient servant,

LEWIS CASS.

W. PRESTON, Esq., *&c., &c., Madrid.*

Mr. Cass to Mr. Ten Brook.

DEPARTMENT OF STATE,
Washington, March 7, 1860.

SIR: Your dispatch No. 8 has been received, with the draft of a communication which you propose to address to the Bavarian govern-

ment, touching the case of Mr. Wittelshofer, and for which you desire the approval of the department. I am directed to acquaint you that subsequent to the receipt by the department of the first communication respecting the application of Mr. Wittelshofer, the whole subject of the rights of naturalized citizens of the United States, in connection with the claims of the several governments of which they were formerly subjects to their services for the performance of military duty, has received the careful consideration of the President.

The views entertained by the President upon this important subject are stated at length in a communication dated July 8, 1859, addressed to the United States minister at Berlin, a printed copy of which is transmitted herewith, for your information and guidance.

In place of the letter which you proposed to address to the Bavarian government, you are requested to lose no time in making known the views of the President to his excellency Baron Von Schrenck, the minister of the royal house and of foreign affairs, with whom you have had correspondence on the subject. You will be especially careful to assure his excellency that the American government has no desire to interfere in the slightest degree with the domestic affairs of Bavaria, or excuse the citizens of the United States who visit that kingdom for any crime which they may commit against its peace and order. It only demands, as it surely may rightfully do, that when its citizens who go there submit themselves in good faith to its laws, and conduct themselves in a peaceable and orderly manner, they shall be protected in their persons and property, and shall be permitted to enter and leave the kingdom without molestation.

The claim of any foreign government to interfere with the personal security and liberty of citizens of the United States whose interests may require them to return temporarily to their respective countries of which they were once inhabitants, and who have committed no crime or been guilty of no offense, is utterly denied by the government of the United States. In various recent cases of the arrest of naturalized citizens of the United States by foreign governments, for the performance of military service, such individuals have been released on a representation of the facts and a statement by the proper functionaries of the views of the American government in respect to this question.

Fortunately, such cases as that of A. Wittelshofer, or of Bernhard Schleck, who, as the department is to-day informed by the United States consul general at Frankfort, a copy of whose dispatch is herewith inclosed, has been called to the Bavarian army, and required to enter upon active service at Spire, on the 22d instant, are not likely to be of frequent occurrence, and the President indulges the confident hope that the Bavarian government will at once direct the proper authorities to put a stop to all further proceedings in the case of Schleck, and at the same time take such measures as may prevent the recurrence of similar proceeding so likely to interrupt the friendly relations of the two countries.

You are quite aware that it is only due to the courtesy of the Bavarian government to enter into a correspondence with a consular officer respecting the rights of naturalized citizens of the United States in Bavaria, a subject which more properly appertains to the duties of a

diplomatic functionary, and that it may, without impropriety, decline any longer to continue with you the correspondence.

To meet this contingency, it has been thought proper to transmit a copy of this letter, and of the inclosures accompanying it, to the minister of the United States at Berlin, to whom you are requested to report your proceedings.

I am, sir, your obedient servant,

LEWIS CASS.

ANDREW TEN BROOK, Esq.,
United States Consul, Munich, Bavaria.

[Extract.]

No. 67.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Frankfort-on-the-Main, February 28, 1860.

SIR: I have the honor to inform you that application has just been made to me for my official protection by Mr. Bernhard Schleck, citizen of the United States, bearer of passport No. 16,675, dated Washington, January 3, 1860.

The parents of Mr. Schleck died when he was about three years of age. He emigrated to America seven years ago, when at the age of about fourteen years, and has now come back to Rhenish Bavaria, his native country, to receive his paternal inheritance, amounting to something more than three thousand dollars, on which sum he has calculated to complete certain engagements in New York, and the loss of it will involve him in utter ruin.

Instead of friendly facilities to enable him to touch the capital, for which he expressly came, and then return to New York to attend to his business in that city, he has been called to the Bavarian army, and must enter upon active service, at Spire, on the 22d of next month. I suppose he might easily escape personal service; but it would be at the expense of the three thousand dollars fortune, on which Bavaria maintains a lien, and would no doubt be right glad to have an excuse to take into actual possession.

* * * * * * * *

I have the honor to be, with great respect, sir, your obedient servant,

SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

Mr. Cass to Mr. Preston.

No. 26.] DEPARTMENT OF STATE,
Washington, March 8, 1860.

SIR: Since the date of my last instruction to you, a dispatch has been received at the department from Mr. C. J. Helm, the consul general of the United States at Havana, stating that he had received from the

captain general of Cuba a note informing him that he had resolved to cancel the bond executed by Gavino de Liaño, at Sagua la Grande, as the indemnity for the conscription, suspend all further proceedings against him, and submit the case to his government with the recommendation that Gavino de Liaño be exempted from military duty. A copy of the dispatch of Mr. Helm, and its accompaniments, is herewith transmitted for your information.

Although it is not doubted that the intervention of this government in behalf of Mr. Liaño will result in his exemption from the military service exacted of him, the opportunity which his case presents is deemed a favorable one for pressing upon the government of her Catholic Majesty the necessity of its taking such precautionary measures as will prevent a recurrence of similar causes of complaint. You will, therefore, carry out the instructions contained in my last dispatch, and urge the speedy adoption of these measures on the part of her Majesty's government.

The views of the United States upon this subject, which are in accordance with the spirit of the age, will, it is confidently believed, finally prevail among all enlightened nations.

I am, sir, your obedient servant,

LEWIS CASS.

W. PRESTON, Esq., *&c., &c., Madrid.*

Mr. Ricker to Mr. Cass.

No. 72.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Frankfort-on-the-Main, March 9, 1860.

SIR: In my No. 21 of the 14th January last, I brought to your notice the case of Mr. John Mägly, and at his urgent request, I now have the honor again to solicit your interference in his behalf. He has been required by the Bavarian government to perform military services, and has to enter upon active duties, at Spire, on the 22d of the present month.

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I have the honor to be, &c.,

SAMUEL RICKER.

Hon. LEWIS CASS,
Secretary of State, Washington.

Mr. Appleton to Mr. Ten Brook.

DEPARTMENT OF STATE,
Washington, March 18, 1860.

SIR: I transmit herewith a copy of a communication addressed to this department by S. Ricker, Esq., United States consul general at Frankfort, in relation to the case of Austin Weidmann, said to be a

citizen of the United States, and who is now in difficulty in Bavaria. You will please report the facts of this case to the department for its consideration.

I am, sir, your obedient servant,

JOHN APPLETON,
Assistant Secretary.

A. TEN BROOK, Esq.,
United States Consul, Munich.

Mr. Cass to Mr. Wright.

No. 30.] DEPARTMENT OF STATE,
Washington, March 30, 1860.

SIR: Herewith I have the honor to transmit a copy of a dispatch, dated the 7th instant, from the department to Mr. Ten Brook, consul of the United States at Munich, in reference to the case of Mr. Wittelshofer, which may possibly form the subject of a correspondence between yourself and the minister of foreign affairs at Bavaria.

Your dispatches to No. 119 of the 7th instant have been received.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq, *&c., Berlin.*

Mr. Appleton to Mr. Ricker.

DEPARTMENT OF STATE,
Washington, April 5, 1860.

SIR: Your dispatches numbered 21 and 72, relating to the protection of naturalized citizens of the United States, have been received.

You will find the views entertained by the President upon this subject in a dispatch, a copy of which is herewith inclosed, addressed on the 7th ultimo to Mr. Ten Brook, the United States consul at Munich, and in a dispatch, dated July 8th, to the United States minister at Berlin, a printed copy of which is also transmitted for your information on this subject.

I am, sir, your obedient servant,

JOHN APPLETON.
Assistant Secretary.

S. RICKER, Esq.,
United States Consul General, Frankfort-on-the-Main.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate, further information in relation to the compulsory enlistment of American citizens in the army of Prussia.

MAY 2, 1860.—Read, and ordered to be printed; and that 5,000 additional co[redacted]e printed for the use of the Senate.

To the Senate of the United States:

In compliance with the resolution of the Senate of the 2d of February, 1859, requesting information in regard to the compulsory service of citizens of the United States in the army of Prussia, I transmit an additional report from the Secretary of State, and the documents by which it was accompanied.

JAMES BUCHANAN.

WASHINGTON, *April* 30, 1860.

DEPARTMENT OF STATE,
Washington, April 30, 1860.

The Secretary of State has the honor to represent that, since the report of this department of the 10th of last month, relative to the compulsory service of citizens of the United States in the army of Prussia, has been printed, it has been discovered that the instruction to Mr. Wright, at Berlin, of the 12th of May last, was accidentally omitted. A copy of that instruction is consequently hereunto annexed.

Respectfully submitted.

LEWIS CASS.

The PRESIDENT.

Mr. Cass to Mr. Wright.

No. 18.] DEPARTMENT OF STATE,
Washington, May 12, 1859.

SIR: In the dispatch from this department of December 10, 1858, you were requested to procure and transmit reliable information re-

specting the law of Prussia relating to natives of that country naturalized in the United States and returning to the place of their birth, and were informed that, upon its receipt, the views of this government would be communicated to you upon various questions affecting that class of our citizens. Your letter transmitting this information has been received, has been submitted to the President, and I am now to convey to you his instructions for your guidance under the circumstances.

I need not repeat the considerations, heretofore adverted to, which induce European emigrants, naturalized in the United States, to desire to revisit the countries of their birth. It is certain that in some of these countries, Prussia particularly, serious impediments exist to the gratification of this desire, to the grave injury of the persons thus harassed, and with no obvious corresponding advantage to the countries themselves.

The grievances in Prussia, of which we have a right to complain, are of [redacted] descriptions, one being harsh regulations, which it is competent [redacted] the government of the country to impose, but which are so oppressive, and it is believed unnecessary, as to be scarcely consistent with that comity and courtesy which friendly States owe to one another; and the other being, in the opinion of the United States, in violation of the treaty between them and Prussia. I shall call your attention to these subjects of complaint.

The most friendly feeling has always existed between these two States, and the President confidently relies upon the disposition of the Prussian government to receive our representations in an amicable spirit, and to furnish such redress as the circumstances may justly call for. The change you anticipated in the government of Prussia, by the inauguration of a regency, and to which you look forward as an event that would probably prove favorable for the consideration of these subjects having taken place, the present time may afford you a proper opportunity to urge these questions upon that government, and you will not fail to commence your task by impressing upon the minister of foreign affairs the importance which is attached in this country to the accomplishment of the objects indicated.

The rights of the citizens of the United States and of Prussia to enter and reside in the territories of those powers respectively are prescribed and regulated by the treaty between them of May 1, 1828. It is therein provided, that "the inhabitants" (meaning thereby, by the practical exposition of the parties, their respective citizens) "shall mutually have liberty to enter the ports, places, and rivers of the territories of each party wherein foreign commerce is permitted." Baron Manteuffel, in the declaration contained in his note to you of November 9, 1857, "that, from the existing laws of Prussia, no former subject of the King, whatever his condition may be, has the right of claiming his readmission into Prussia," has advanced a pretension which this government considers palpably inconsistent with this clause of the treaty.

The right of entrance is unconditional and unlimited, and no distinction is recognized in the enjoyment of its benefits between native-born and naturalized citizens; nor is it competent for either of the

parties to make such a distinction, and to restrict, at its pleasure, the operation of that instrument. Had there been any reason whatever to suppose that Prussia would assume this power, the treaty would not have been concluded, for this government has no constitutional authority to recognize classes among its citizens, and to embrace some of them in its treaty stipulations while others are excluded. It does not appear that the claim of a right to judge what American citizens shall be excluded from its benefits has ever been actually enforced, and its application in Mr. Dullye's case is clearly disclaimed. We may expect that it will be disavowed by the Prussian government, and the obligations of the treaty admitted, according to the plain import of the terms.

The reciprocal right of entrance into the territories of the parties having been thus provided for, provision was then made for residence therein in the following words: "They shall be at liberty to sojourn and reside in all parts whatsoever of said territories, in order to attend to their affairs, and they shall enjoy to that effect the same security and protection as natives of the country wherein they reside, on condition of their submitting to the laws and ordinances there prevailing."

This clause is sufficiently clear, in the judgment of this government, to preclude any controversy respecting its meaning, and yet Baron Manteuffel claims for the Prussian government a power of administration expressly at variance with the rights herein secured, and which, if exercised, would leave the treaty inoperative, so far as regards the question of residence. In his letter to you, he maintains that the Prussian "government has the incontestible right to decide, *per se*, whether or not it be expedient for it to allow a stranger to sojourn in Prussia," &c. The government of the United States, on the contrary, maintains that every American citizen has the incontestible right to enter the Prussian territories, and there to remain undisturbed, so long as he submits "to the laws and ordinances there prevailing." It is not denied that the right claimed by Baron Manteuffel is one of the attributes of national sovereignty, which any government may exercise when not restrained by conventional stipulations. But the United States and Prussia have contracted with each other that the power of expulsion shall not be assumed, unless under the circumstances prescribed by the treaty. The question, therefore, in any given case, is not what the parties might do, by the public law of the world, but what they may do, consistently with the obligations they have respectively incurred.

The condition of residence being submission to the laws and ordinances, it is competent for the government of the country having reason to believe that this condition has been violated, to direct an inquiry to be instituted, with a view to ascertain if there is any just ground of complaint against the suspected party. The ordinary criminal jurisdiction of the country is wholly independent of the treaty stipulations. These apply only to the power of expulsion. The manner of conducting this inquiry is not prescribed by the treaty, but it should, no doubt, be in conformity with the institutions of the country, and managed with fairness and impartiality. In the dispatch addressed to you from this department, and dated December 10, 1858, this sub-

ject was briefly considered, and the right of the Prussian authorities to inquire into the conduct of American citizens, in the same manner the conduct of Prussian citizens is inquired into, fully admitted; and this principle of administration leads necessarily to the admission made in the same dispatch, that our citizens resident in Prussia are subject to all the police regulations of the kingdom, and responsible to the tribunals intrusted with their maintenance. The difference, however, in the constitution and practice of the judicial courts, and of these police tribunals, leads to one of the practical grievances you have pointed out. The ordinary courts of justice are open, and their proceedings free to public observation and scrutiny, while parties accused are always heard in their defense. On the contrary, it appears that the police investigations are conducted in secret, and our citizens, in such cases, are kept in ignorance of the accusation and the accuser, and are thus deprived of the natural right of self-defense.

Independent of general principles of justice, which are violated by such a mode of investigation, there are obvious considerations why in the determination of a question of right, like that in M. Dullye's case, arising out of conventional obligations with another country, the proceedings should be open, with proper opportunity of defense, so as to carry with them a satisfactory conviction of their justice and impartiality. Every Prussian subject residing in the United States would be entitled, in the event of an accusation against him, to this process of examination, and it is difficult to conceive what reasonable objections there can be to the introduction of the same system into Prussia, and its extension to all cases where the rights of American citizens are concerned. Sudden ejection from Prussia might be seriously injurious to an American citizen, and if he is kept in ignorance of the charges against him, he may be the victim of personal hostility, and learn their existence by the judgment of expulsion only.

I fully concur with you in the opinion, that copies of the papers upon which an American citizen has been condemned, should be furnished upon application. Indeed, it is so obviously just that I have been unable to conjecture what reason can be given for the refusal. Baron Manteuffel misapprehends the relation of the government of the United States to their citizens, when he supposes that it cannot interest the government to know upon what evidence an American citizen has been excluded from the enjoyment of rights guaranteed by treaty stipulations. It interests this government at all times to know how the conventional engagements into which it enters are observed, and especially when they involve cherished personal rights. Without at all calling in question the good faith or impartiality of another government, it is certainly not unreasonable that this government should be furnished with the grounds of proceeding in any case which it may think demands its interposition. Without such a resource, it would have no means of judging how far its rights may have been respected or its citizens justly dealt with. The claim made by Baron Manteuffel of the exclusive right of judgment in these cases is not contested, but its possession furnishes an additional consideration in favor of the adoption of a mode of proceeding which would carry with it confidence in its administration.

You are authorized to bring this subject to the attention of the Prussian government, and to ask its favorable action in relation to it.

But the principal subject of complaint on the part of the United States, growing out of the treaty, results from the power assumed by the Prussian government to compel the performance of military service in cases which, in the opinion of this government, are not justified by that instrument. Prussia does not hold to the doctrine of perpetual allegiance, but recognizes the right of her native-born citizens to expatriate themselves, and to form new political ties in a new country.

And whatever may have been the conflicting views entertained on this subject in former times, it is believed that this right is now generally acquiesced in by all the leading nations of the earth. Practically, at least, it is not likely that the doctrine of perpetual allegiance will ever hereafter be insisted on. In this age of the world, the idea of controlling the citizen in the choice of a home, and binding him by the tie of a mere political theory to inhabit, for his lifetime, a country which he constantly desires to leave, can hardly be entertained by any government whatever. All, probably, that can be expected or obtained, in respect to citizens or subjects who wish to emigrate, is, that, before emigrating, they shall discharge faithfully the duties, whether past or present, which they owe to the country of their birth. This being done, they are free, doubtless, to find a new home in whatever portion of the world they may choose to live. In recognizing this doctrine, as she is understood to do, Prussia places herself fully in accord with the spirit of the age, and with what will, doubtless, hereafter be regarded as the settled law of the world. Preliminary, however, to the exercise of the right of expatriation in Prussia, it appears, by the information furnished you by Baron Manteuffel, that the permission of the government is required, and that the violation of this law is punishable by fine and imprisonment. It is not known whether this law is stringently enforced, or how far it is restrained in its application by considerations of age or condition, but it is not easy to reconcile its existence with a full admission of the right of expatriation. When a native Prussian leaves his country, even without permission, and becomes a naturalized citizen of the United States, can it be reasonably contended that he is liable to punishment, should he return to Prussia, merely because he so left? This would be to hold that he could be justly punished for having exercised an acknowledged right. It is indispensable that he should leave Prussia before he can find a new home elsewhere; and to punish him for his departure, is to punish him for changing his home. If this doctrine is maintained, it is easy to see how often and painfully two great nations may be brought in conflict with regard to their respective rights and duties in the case of a subject of the one who has become a naturalized citizen of the other. Such a person returns to the land of his birth, for example, claiming no protection in his original character as a native of the country, but relying on the government of his new home to see that he is not injured himself, while he does wrong to no one else. What is the duty towards him of this new government? Shall it permit him to be placed in prison, or otherwise punished, without any attempt what-

ever for his protection? Especially shall it do this when there is a treaty in full force between the two countries, which provides that the citizens or subjects of either shall be allowed to visit and reside in the territories of the other? These questions indicate very clearly in what way a collision of duty and authority might frequently arise among nations, if the act of expatriation is to be regarded as a grave offense, and punishable by fine and imprisonment. I am persuaded that the enlightened government of Prussia will not fail to appreciate this difficulty, and that your representations on the subject will not, therefore, be without effect.

In respect to the claim of military service, which is regarded by the States of Germany as of great importance, a manifest distinction is to be made between actual deserters from the army, and the withdrawal from the country of persons who have not yet been drafted into service. The former are undoubtedly under obligations to perform their military duty, whenever they return to their native State. But the mere contingency that he may be called into service cannot place the citizen or subject under the same obligation. The principle of compulsory military service exists in the United States, and all their citizens able to bear arms may be called out, if required, to defend the republic. But this liability which exists, till destroyed by physical disability, and becomes an active duty when called for by the state of the country, interferes with no man's right to travel at home or abroad, or to become a member of some other political community. And the same considerations apply to all the duties which men are required to perform under all governments, such as serving upon juries, where juries make part of the judicial system, the holding of civil offices, where the law imposes this duty, and various other kinds of obligatory service which the necessities of society require, and which from time to time during life must be performed. If the future liability to do military duty creates a perpetual obligation, wherever the party may be, and whatever other responsibilities he may have incurred, the same principle will enable a government to prevent its subjects or citizens from ever leaving its dominions, or changing their home. It would be a practical denial of all right of expatriation, and a full assertion of the doctrine of perpetual allegiance.

In stating these views I must not be understood as desiring to limit in any manner the jurisdiction of Prussia within its own territories, or to contest in the slightest degree its full control over its own municipal legislation. I appeal only to the express language of our treaty, and to those principles and that policy which are approved by Prussia herself.

So far as two of the points mentioned in your dispatch of the 18th of January are concerned, it is not supposed that there would be any serious difference of opinions between Prussia and the United States. I cannot believe that the claim of military duty will be insisted upon as against an American citizen who left Germany before the age when he became liable to military duty. Since the class of those who leave without permission after the age of liability, but before they have actually been called into service, cannot be a large one, it is hoped that a liberal disposition on the part of the two gov-

ernments in respect to the few persons of the class who may desire to return to Prussia, will prevent the occurrence of any practical disagreement between Prussia and the United States.

Under our treaty with Prussia there can be no doubt that American citizens who owe no service to Prussia, and have broken no Prussian law, have a right to visit and reside in Prussian territories without being in any way molested by the government. And if they are charged with any offense, it seems only reasonable that their trial should be surrounded with all the usual safeguards of a court of justice. Or if, under any circumstances, their cases should require, in the opinion of the Prussian government, a summary examination, this government surely ought to be supplied with copies of the papers on which the proceeding was founded, and the reasons which led to its result. While Prussia has a perfect right to proceed against persons found within its jurisdiction, the government of those persons has an equal right to inquire whether the proceeding was reasonable, and the result which was reached just.

In discussing this subject with the Prussian government, you will will bear in mind its difficulties, and will aim to procure a modification of the existing system by an appeal to the justice and intelligence of the Prussian authorities, rather than by a peremptory demand, which might be calculated to defeat its own object.

I am, sir, your obedient servant,

LEWIS CASS.

JOSEPH A. WRIGHT, Esq.,
&c., &c., &c.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 39.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate, the instructions to Mr. McLane, when appointed Minister to China.

APRIL 23, 1860.—Read and ordered to lie on the table. Motion to print referred to the Committee on Printing.
MAY 2, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

To the Senate of the United States:

In answer to the resolution of the Senate of the 18th instant, requesting a copy of the instructions from the Department of State to Mr. McLane, when appointed minister to China, I transmit a report from the Secretary of State, with the instructions which accompanied it.

JAMES BUCHANAN.

WASHINGTON, *April* 23, 1860.

DEPARTMENT OF STATE,
Washington, April 21, 1860.

The Secretary of State, to whom was referred the resolution of the Senate of the 18th instant, requesting the President, if in his opinion not incompatible with the public interest, to furnish to that body "a copy of the instructions from the Department of State to Mr. McLane, when appointed minister to China," has the honor to lay before the President the instructions called for by the said resolution.

Respectfully submitted.

LEWIS CASS.

THE PRESIDENT OF THE UNITED STATES.

Mr. Marcy to Mr. McLane.

No. 2.] DEPARTMENT OF STATE,
Washington, November 9, 1853.

SIR: The mission on which you are about to proceed is considered highly important, and the duties of it, owing to the disturbed condition of China, are likely to be difficult and embarrassing. The revolution now in progress in that country cannot fail to produce results of vast magnitude not only to China, but to the entire commercial world. The accounts do not furnish satisfactory information of its present condition, or enable us to conjecture, with any degree of certainty, what will be its result; it is therefore necessary that you should be vested with large discretionary powers.

You may establish your official residence wherever the convenience of the mission may require. The archives in charge of the secretary of legation were at the last accounts in Canton, and the commissioner himself was at Shanghai. You will make such change in this respect as you may deem expedient, and direct the secretary to transport the archives to such point as you may deem advisable.

Without desiring exclusive privileges, it is deemed especially important that, in any crisis which may happen in the affairs of the Chinese empire, you should direct your efforts towards the establishment of the most unrestricted commercial intercourse between that empire and the United States; and it would be most desirable that any commercial treaty which you may be able to conclude should provide not only for reciprocal free trade between the two countries in all articles of the growth, produce, or manufacture of either, and for the transportation in the vessels of the United States and of China, of the productions of other countries to and from the United States and China, or to and from other foreign countries. The right of fishing upon the coasts of China, and the free use of the harbors and rivers of that empire, with the designation of all their ports and harbors as ports of entry and clearance, should, if possible, be secured to the United States. It may not, however, be advisable to assent to a reciprocal stipulation on these points, for, even if there might not be much cause to apprehend that Chinese subjects would avail themselves of it, there are articles in treaties between the United States and other powers, pursuant to which the latter might claim from us the same privileges for their subjects. You will be duly empowered to make a similar treaty, if practicable, with Corea, Cochin China, or any other independent Asiatic power, with whom we have no treaty, and also to enlarge the powers and privileges heretofore obtained by treaty from such powers. Should Commodore Perry fail in making any commercial arrangement with Japan, you will renew the efforts for accomplishing that object, if a fair occasion for doing so should offer. To aid you in these negotiations, you will be furnished with copies of such treaties as have been already concluded with any of the eastern powers. Your actual traveling expenses, incurred in your efforts to accomplish any of these purposes, will be allowed in the adjustment of your accounts.

In 1852, Commodore Perry was dispatched to Japan, empowered and instructed to open an intercourse with that country, and negotiate a commercial treaty with it. That officer has already visited the island and delivered his letter of credence from the President of the United States to a high officer of the empire, for the purpose of having it transmitted to the Emperor. He has since returned to the coast of China, having given notice of his intention of revisiting Japan in the coming spring to receive the answer of the Emperor. Having thus been sent to Japan with instructions to open commercial intercourse with that empire, and taken the initiatory steps for that purpose, it is not proposed either to transfer that negotiation to you or to associate you with him in conducting it, unless he shall desire your coöperation therein, and you shall be able to render it without prejudice to the other objects of your mission.

Should anything prevent the commodore from bringing the negotiation with Japan to a close, you will be furnished with instructions in regard to its further prosecution.

You are herewith furnished with copies of all instructions heretofore given to Commodore Perry touching his expedition. That excellent officer will be duly advised of the powers possessed by you, and of the importance attached by the President to our relations with China. Should you deem the presence of any considerable part or the whole of the naval force under his command on the coast of China necessary to enable you to carry into effect the objects of your mission, you will communicate your views thereon to the commanding officer thereof. He will receive instructions in regard to rendering to you such assistance as the exigencies of the public interest may require, if it can be done without abandoning the principal end of his expedition or seriously hazarding its success. The President does not propose to subject him to your control, but he expects that you and he will coöperate together whenever, in the judgments of both, the interests of the United States indicate the necessity or the advantage of such coöperation. Commodore Perry will be fully apprised of the objects of your mission, and of the expectation of his government that he will afford you any assistance you may need, unless the rendering of such assistance should be detrimental to objects, equally important, committed to himself. It is anticipated that you will find it expedient to have a steamer at your disposal. Commodore Perry will therefore be instructed to comply with your request in this respect.

Should the revolutionary movement now in progress in China be successful, and the political power of the country pass into other hands, you will, at your discretion, recognize the government *de facto*, and treat with it as the existing government of the country. If that vast and populous empire should be divided, and several governments be organized within its present limits, promising stability, you will present yourself to each as the diplomatic representative of the United States, and enter into such treaties with them, respectively, as you may deem advisable.

In fulfilling your duties, it may be expedient for you to visit different parts of the empire of China, as well as some of the neighboring

nations. Your actual traveling expenses, in such cases, will be allowed in your account.

You will herewith receive a letter of credit on the bankers of the United States, at London, for these expenses, and for such assistance as is indispensably necessary, for the sum of $10,000.

It is expected that you will keep this department advised, not only of your proceedings and movements, but of the actual condition of the Chinese empire.

I am, sir, respectfully, your obedient servant,

W. L. MARCY.

ROBERT M. MCLANE, Esq., *&c.*, *&c.*, *&c.*

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 40.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

RETURNING,

With his objections, the bill for the relief of Arthur Edwards and his associates.

APRIL 17, 1860.—Read, and, motion by Mr. HALE, to refer message and documents to Committee on Post Offices and Post Roads. Debate, and postponed to to-morrow.
APRIL 18, 1860.—Resumed, and postponed to Tuesday next at 1 o'clock.
APRIL 26, 1860.—Ordered to be printed.

To the Senate of the United States:

I return, with my objections, to the Senate, for their reconsideration, the bill entitled "An act for the relief of Arthur Edwards and his associates," presented to me on the 10th instant.

This bill directs the Postmaster General "to audit and settle the accounts of Arthur Edwards and his associates for transporting the United States through mail on their steamers during the years 1849 and 1853, and intervening years," between Cleveland and Detroit, between Sandusky and Detroit, and between Toledo and Detroit, and "to allow and pay them not less than $28 60 for each and every passage of said steamers between said places, during the aforementioned time, when the mails were on board."

I have caused a statement to be made at the Post Office Department of the least sum which can be paid to Mr. Edwards and his associates, under the bill, should it become a law; and from this it appears the amount will be $80,405 23.

Mr. Edwards and his associates, in 1854, a short time after the alleged services had been rendered, presented a claim to the Postmaster General for $25,180 as compensation for these services. This claim consisted of nine items, setting forth, specifically, all the services embraced by the present bill. It is fair to presume that the parties best knew the value of their own services, and that they would not, by an

under-estimate, do themselves injustice. The whole claim of $25,180 was rejected by the Postmaster General, for reasons which it is no part of my present purpose to discuss.

The claimants next presented a petition to the Court of Claims, in June, 1855, "for a reasonable compensation" for these services, and "pray the judgment of your honorable court for the actual value of the service rendered by them, and received by the United States, which amounts to the sum of $50,000." Thus the estimate which they placed upon their services had nearly doubled between 1854 and 1855—had risen from $25,180, to $50,000. On the 25th February, 1858, after a full hearing, the court decided against the claim, and delivered an opinion in support of this decision which cannot, I think, be contested on legal principles. But they state, in the conclusion of the opinion, that "for any compensation for their services beyond what they have received, they must depend upon the discretion of Congress."

This decision of the Court of Claims was reported to Congress on the 1st of April, 1858, and from it the present bill has originated. The amount granted by it is more, by upwards of $55,000, than the parties themselves demanded from the Postmaster General in 1854, and is more by upwards of $30,000 than they demanded when before the Court of Claims. The enormous difference in their favor between their own original demand and the amount granted by the present bill constitutes my chief objection to it. In presenting this objection, I do not propose to enter into the question whether the claimants are entitled, in equity, to any compensation for their services beyond that which it is alleged they have already received, or if so, what would be "a reasonable and fair compensation." My sole purpose is to afford Congress an opportunity of reconsidering this case, on account of its peculiar circumstances.

I transmit to the Senate the reports of Horatio King, Acting Postmaster General, and of A. N. Zevely, Third Assistant Postmaster General, both dated on the 14th of April, 1860, on the subject of this claim.

JAMES BUCHANAN.

WASHINGTON, *April* 17, 1860.

AN ACT for the relief of Arthur Edwards and his associates.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General be, and he is hereby, directed to audit and settle the account of Arthur Edwards and his associates, for transporting the United States through mail, in their steamers, during the years eighteen hundred and forty-nine and eighteen hundred and fifty-three, and intervening years, from Cleveland, in Ohio, to Detroit, in Michigan, and from Detroit to Cleveland aforesaid; from Sandusky, in Ohio, to Detroit, in Michigan, and from Detroit to Sandusky aforesaid; and from Toledo, in Ohio, to Detroit, in Michigan, and from Detroit to Toledo aforesaid; and to

allow and pay them not less than twenty-eight dollars and sixty cents for each and every passage of said steamers between said places, during the aforementioned time, when the mails were on board.

WILLIAM PENNINGTON,
Speaker of the House of Representatives.
JOHN C. BRECKINRIDGE,
Vice-President of the U. S., and President of the Senate.

I certify that this act did originate in the Senate.

ASBURY DICKINS,
Secretary.

POST OFFICE DEPARTMENT,
April 14, 1860.

SIR: I have the honor to inform you that, agreeably to your verbal request, I have made an investigation into the facts of the case of Arthur Edwards and others, for whose relief an act of Congress has recently been passed, and I am satisfied that everything material to a complete understanding thereof is contained in the printed report of the Post Office Committee of the Senate, submitted by Mr. Hale on the 2d of February last.

It is stated, on page 11 of that report, that "the claimants applied in 1854 to the Post Office Department for an additional compensation of twenty-five thousand one hundred and eighty dollars, but the application was refused." I regret being unable to find this application upon the files of the Department, although search has been made for it. Fortunately, however, I am enabled to furnish you with a copy of the brief of the whole case, which was prepared with great care, for the information of the Postmaster General, at the time that claim was made, and in which you will find a full synopsis of the application in question. This brief was prepared by Mr. Zevely, now Third Assistant Postmaster General, whose certificate to that effect, and also to the fact that the Postmaster General's decision upon the application, declining any additional compensation, was only verbal, is attached.

It appears that the claimants received from the department, for carrying mails on Lake Erie between the years 1849 and 1853, the sum of ten thousand five hundred and forty-four dollars and ninety-five cents, an amount regarded by the department as the regular and full compensation for the service rendered; that in 1854 they demanded, in full settlement, the additional sum of twenty-five thousand one hundred and eighty dollars, which was refused; that they afterwards went to the Court of Claims, demanding fifty thousand dollars; and that the act above referred to would require the payment of eighty thousand four hundred and five dollars and twenty-three cents.

I have the honor to be, very respectfully, your obedient servant,

HORATIO KING,
Acting Postmaster General.

His Excellency JAMES BUCHANAN,
President of the United States.

Claim of Arthur Edwards.

1849.	For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow	$3,000
1850.	For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow	3,000
1851.	For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow	3,000
1852.	For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow	3,000
1853.	For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Bay City	3,000
1850.	For similar service between Detroit and Cleveland, from March 7 to November 21, by steamer Southerner, 208 trips	2,080
1851.	For similar service between Detroit and Cleveland, from March 19 to November 21, same boat, 206 trips,	2,060
1851.	For similar service between Detroit and Cleveland, from April 1 to November 21, steamer Baltimore, 204 trips	2,040
1851.	For similar service between Toledo and Detroit, from March 31 to December 30, steamer John Owen, 230 trips	2,000
1851.	For similar service between Toledo and Detroit, by steamer Arrow, March 30 to December 31, 232 trips	2,000
		25,180

It appears that the postmasters at Detroit, Cleveland, Sandusky, Toledo, and Monroe, paid the above steamers $10,544 95 for mail service during the years 1849, 1850, 1851, 1852, and 1853, under instructions of March 21, 1849, and June 7, 1851, allowing one cent for each letter and half a cent for each newspaper.

This pay, it is alleged, was for the *local* mails only, and the above claim is made for the *through* mails, which were three or four times larger than the *local* ones.

The late postmaster at Cleveland says service was performed, and that he did not pay for the through mails, although he estimated them to exceed fourfold the local mails in quantity.

The postmaster at Detroit certifies to same effect.

Captain Atwood, of the steamer Arrow, Pierce, of Southerner, and Vorce, of Baltimore, certify, under oath, that they conveyed mails during the period stated, and that the local mails only were paid for.

Captain Edwards certifies, under oath, that the steamer John Owen, and others above named, five in all, conveyed mails for five seasons, from 1849 to 1853 inclusive, according to the account presented by him; that he applied to the postmasters for pay, who said they had no authority to pay; that in December, 1853, he learned of the payment of similar claims, and that he accordingly obtained the proof to sustain his claim.

D. P. Bushnell, deputy collector, Detroit, certifies that the steamboat Southerner plied regularly between that port and Cleveland in 1850; the Arrow to Sandusky in 1849, 1850, 1851, and 1852, and that in 1851 the Southerner and Baltimore plied regularly between Detroit and Cleveland.

L. W. Bebee, mail messenger at Detroit, certifies to performance of service and comparative size of local and through mails.

Patrick Farley, mail messenger at Cleveland, certifies similarly as to mails at that place.

J. R. Nelson, mail messenger at Toledo, similar certificate.

These certificates are dated in March and April, 1854, except the one from Captain Edwards, which is 4th May, 1854.

Nelson Roosevelt, mail messenger, 30th March, 1854, at Sandusky, makes statements similar to those made under oath by the messengers at Detroit, Cleveland, and Toledo.

Captain Atwood's certificate refers in general terms to the comparative size of through and *local* mails between Sandusky and Detroit: "Carried the mail, mornings, out of Detroit for Sandusky, Cincinnati, and all the places south, and took on board the great southern mail for Detroit and Michigan, generally every evening at Sandusky, and part of the time the great western mail for Michigan, &c., was brought by me, (him,) and placed on the central line, running west from Detroit."

Captains Pierce and Vorce are still more indefinite. The former says: "By far the largest proportion of it, (the mail,) was through mail, destined to points beyond Detroit and Cleveland, for which no pay was ever received by me," (him.) Captain Vorce says: "The amount of through mail was three or four times as much as the local matter for those offices," (Detroit and Cleveland.)

The mail messengers also certify, in a general way, that the *through* mails were three or four times larger than the *local* mails.

The only point clearly made out is, that both local and through mails were conveyed. It is not shown what number of letters or papers, or packages; nor even what number of bags constituted the *through* mail, which should be paid for. Not even the aggregate weight of the mails is given as a basis of settlement.

But were the case otherwise, and it appeared what was the true proportion of through mails and local mails, relatively, it would be proper to inquire whether any similar cases have been decided, and, if so, upon what principles, and under what circumstances.

The records of the department show that, on 21st March, 1849, the postmasters at Cleveland, Sandusky, Detroit, and Toledo, were instructed "to make up and forward mails between their respective offices in boats, making the greatest expedition, at one cent per letter,

and half cent per newspaper, to be paid at the office to which the letters and papers were delivered."

On the 6th May, 1851, the postmasters at Cleveland, Toledo, and Sandusky were required "to report whether they are making, or have made payments for letters, packages, or newspapers *made up as through mails*, as well as for such letters, packages, and newspapers for delivery or distribution at their offices only."

In answer, the postmaster at Sandusky reported that he had paid for through mails in 1849 and 1850.

The postmasters at Toledo and Cleveland reported payments only on local mails.

On the 7th June, 1851, the postmasters at Sandusky and Toledo were instructed "that, under the order of 21st March, 1849, they will pay the one cent on letters, and half cent on papers, for such letters and papers as are for delivery at their offices only, and one cent for each package of letters for other offices in respect to which their offices are the proper separating offices."

At the same time the postmaster at Cleveland was instructed "that, as a contract for carrying the mail between his office and Buffalo had been made, the order of 21st March, 1849 is rescinded, *except* in cases of boats delivering mails from Detroit and Toledo; the boats so delivering to be paid for no *through* matter."

These proceedings show what the department regarded as compensation for mail service in 1851, on the routes in question.

From the inquiries addressed to the postmasters on 6th May, 1851, it is evident that it was apprehended that they had misconstrued the instructions of 21st March, 1849; and the order of June 7, 1851 was clearly designated to settle the question of pay for steamboat mails by transient boats, not under regular contract with the department. At Toledo and Sandusky one cent a letter, and half a cent a newspaper was to be allowed on letters and papers for delivery at those offices, and one cent for each package of letters for other offices, in respect to which Toledo and Sandusky were the proper separating offices. This was evidently designed to cover the whole expense, both for local and through mails. At Cleveland the postmaster was to pay, under the instructions of 21st March, 1849, except between Buffalo and Cleveland, and he was specially instructed *not* to pay for through mails.

That the pay of one cent a letter, and half a cent a newspaper, estimated as above stated, was designed by the department to be in full compensation for the *whole* mail, further appears from a decision (26th August, 1850,) in the case of E. B. Ward, who claimed an allowance on *through* mails between Detroit and Buffalo, in 1849, at the same rate as on local mails. It was then held that the compensation of one cent a letter, and half a cent a newspaper, could only apply to letters and papers for delivery or distribution at Detroit and Buffalo, it being, indeed, impossible to arrive at a just computation as to *through* mails. Accordingly, there does not appear to have been any separate allowance for through mails, as now claimed, until the year 1853.

On 25th January, 1853, the Buckeye State was allowed, for 314,172 pounds through mail between Buffalo and Cleveland, from 22d April to 13th November, 1852, at $1 per 100 pounds	$3,141 72
On 25th January, 1853, Alabama allowed, for 29,700 pounds, between Conneaut and Cleveland, 12th April, 1852	297 00
Baltic, 1,620 pounds between Buffalo and Cleveland, and Toledo and Cleveland, 25th March to 22d May, 1852	162 00
Cleveland, nine trips Detroit and Cleveland, 2d to 24th December, 1852, at $10 a trip	90 00
On 25th February, 1853, Southerner, Toledo and Cleveland, 48,400 pounds, 20th March to 28th April, 1852; 13,800 pounds 22d and 24th October, and 10th November, 1852; and 60 trips 4th May to 20th October, 1852, at $10 a trip, in all	1,222 00
February 18, Fashion, four trips 27th November to 9th December, 1852, at $25 a trip	100 00
Fashion, 17,500 pounds, 13th April, 1852, at $1 per 100, (employed by Special Agent Harris)	175 00
February 7, 1853, Sultana, April 14, 1852, 6,300 pounds	63 00
March 30, 1853, Troy, 99,200 pounds, and seventy-two trips at $10 a trip	1,712 00

These allowances appear in direct conflict with previous usages and decisions of the department. There were at the time regular contracts between Buffalo and Cleveland, and Cleveland and Detroit; also (on the north shore) between Buffalo and Detroit. The instructions of 7th June, 1851, distinctly recalled those of 21st March, 1849, as to the cent and half cent allowance on letters and papers conveyed on these routes, and, moreover, forbade any allowance whatever for *through* mails. What special reasons there were for these decisions, the records of the department do not show. With the exception of the case of 30th March, 1853, all the decisions were made by the late Postmaster General, simply upon the presentation of bills, certified by the late postmaster at Cleveland, without explanation. In one case only it appears that a special agent of the department had engaged service, but why does not appear. The latest decision, on 30th March, 1853, appears also to have been made without special explanation, upon papers like those in the other cases, and probably as being connected with them.

These allowances are referred to in support of the present claim of Captain Edwards. But constituting, as they manifestly do, exceptions to the general rules, (though for reasons not apparent,) they cannot be regarded as just precedents.

During the years 1849, 1850, and 1851, there were no regular steamboat contracts between Detroit, Cleveland, Toledo, and Sandusky. There were daily land routes, which were intended for the great mails, though they appear to have been irregular, and not at all times sufficient for the service. A regular boat line commenced 19th May, 1852, between Cleveland and Detroit. There were also regular lines between Cleveland and Buffalo, and Buffalo and Detroit, (north shore,) which

no doubt conveyed the through mails. The boats of Captain Edwards were only employed in common with many others, not under contract, for auxiliary service, under the general instructions to postmasters to employ them, and pay one cent a letter, and half a cent a newspaper, estimated on what are termed *local* mails, which pay was to be in full for *all mails*— as well *through* as local.

The whole number of boats thus employed during the period embraced in the present claim, appears to have been 88, and the aggregate amount paid them $41,605 21, (including Captain Edwards's boats.) These all conveyed through mails, it is to be presumed, and all upon the same terms, and the compensation they have received must have been regarded by the department as in full for all their services.

Land service under contract from Cleveland to Toledo, 1850 to 1854, daily, four-horse coaches, at $5,300 per annum. On this route additional pay was allowed for two additional daily lines between Monroeville and Toledo, (67 miles,) at the rate of $5,494 per annum, from January 9 to April 10, 1852—say one quarter, $1,373. Also, additional pay for extra services in January and April, 1853, $520.

Land service, Toledo to Detroit, daily, four-horse coaches, during suspension of navigation, and two-horse coaches residue of year, $4,250.

Steamboat contract, Detroit to Cleveland, from May 19, 1852, $2,000 per annum.

Steamboat contract, Cleveland to Buffalo, from May 24, 1851, at $1,000 per month—say for season, $10,000.

Steamboat contract, Detroit to Buffalo, 1850 to 1854, $10,000 per annum.

I certify that the foregoing is a true copy of a statement prepared by myself for Judge Campbell, former Postmaster General, upon the application of Arthur Edwards and associates to be paid for conveying *through* mails by their steamboats.

I carefully examined the case, and presented on the one hand the nature of the claim, with the evidence to sustain it, and on the other the instructions of the department under which mails were conveyed, showing that the compensation actually paid was according to law and the uniform usages of the department; that many other boats conveyed on the same terms, and that such compensation was considered in full for all services.

Mr. Dundas examined my statement, and attested the correctness of its facts and conclusions. The Postmaster General approved and considered it conclusive against the claimants, who then appealed to the Court of Claims. Copies of my statement were furnished to the court, and formed the basis of its adverse decision.

I have no knowledge of any formal letter or written decision of the Postmaster General in the case other than the above statement, and believe there was none given to the claimants.

A. N. ZEVELY,
Third Assistant Postmaster General.

APRIL 14, 1860.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 41.

REPORT

OF THE

POSTMASTER GENERAL,

Made in compliance with a resolution of the Senate in relation to dead letters, drop letters, and letters held for postage, or postage not prepaid.

MAY 8, 1860.—Referred to the Committee on Post Offices and Post Roads.
MAY 9, 1860.—Motion to print referred to the Committee on Printing.
MAY 16, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

POST OFFICE DEPARTMENT, *May* 7, 1860.

SIR: In compliance with a resolution of the Senate, adopted March 9, 1859, I submitted, in my annual report of 3d of December following, some general suggestions on the subject of dead letters, promising to make a further report at a subsequent period. Accordingly, I now beg leave to give the result of investigations which have been diligently pursued up to the present time.

A full enumeration for the two additional quarters, ended 30th of September and 31st of December, 1859, has confirmed the correctness of my first estimate of "two and a half millions as the number of letters annually consigned to the Dead Letter Office, including about 500,000 'drop letters' and 50,000 'held for postage,'" or postage not prepaid.

The inquiry of the Senate as to "what further legislation is necessary to diminish the number of such letters," I find myself, after the most careful study, unable satisfactorily to answer.

The late act of Congress, approved April 6, 1860, providing that when any person shall indorse on any letter his or her name and place of residence, the same shall be returned, if not called for within a given time, if generally observed, will naturally effect the desired object, greatly to the advantage of this department and the public. But it may be safely doubted whether the great mass of letter writers will readily comply with the requirements of this law, and whether for this reason the number of dead letters will be thereby sensibly diminished. The privilege of making the prescribed indorsement has, hitherto, been sanctioned, and the fact that it has rarely been exercised, as found by actual examination of the dead letters, seems to indicate, on the part of the public, a repugnance to give anything like publicity to private correspondence. The bare announcement of the name of the writer would, to those acquainted with the parties, involve, to a degree at

least, an invasion of the privacy of the communication, to which the majority of the correspondents would probably not submit.

There was formerly a standing regulation of the department in the hands of all postmasters, suggesting that writers could have their letters preserved by writing their names and residences on the sealed side, but it remained practically inoperative, and was, therefore, omitted from the subsequent published regulations. Still, it is beneficial to this department to be sustained by the law in question, especially as it is believed to be the only enactment that affords any promise of diminishing the number of dead letters, and every means shall be adopted to encourage the observance of its provisions.

It has been proposed that thirty days after letters are advertised and not called for, a circular should be sent to the office where each was mailed, stating that fact, and that on the receipt of a stamped envelope, the letter would be returned in it to the writer. Whether such a plan could be practically and effectively carried out, to any considerable extent, is doubtful.

Thousands of letters are written by transient persons of whom the postmaster at the mailing office knows nothing. Again: many letters are addressed at random to transient persons who are traveling, and on unimportant matters, and the writers of such, if found and notified, would probably not reclaim them. These facts have been demonstrated by actual experiment made in this department. Out of one thousand cases, two thirds of the writers did not wish to recover their letters; and in four hundred and forty-five cases out of one thousand five hundred, the writers of the letters could not be found.

Even in the smaller class of post offices there would be difficulties in finding the writers of letters on notices such as proposed; but in the city post offices the difficulties would, of course, be much greater—amounting, indeed, it would seem, almost to an impossibility.

An ingenious plan for diminishing the number of dead letters has been proposed and elaborately explained by Oliver Evans Wood, Esq., which demands notice. He recommends what he terms "suspended letter lists," being advertisements of letters which have remained three months in post offices uncalled for. Instead of returning such, as is now done, to the Dead Letter Office, he proposes sending them to "suspended letter offices" for certain States or districts, for publication, weekly, semi-monthly, or monthly, and that copies of such lists be sent to each post office of the States or districts, whence the letters have been forwarded as not delivered, and also to the county towns of other States, for the information of persons who may have failed to receive letters because of misdirection or change of residence, and also for reference on the part of persons desiring to know if letters that they had addressed to others had failed to be delivered. In order to avoid confusion from the similarity of names, there is to be affixed to the name of the person addressed, some designation serving to distinguish his letters from others addressed to persons of the same name; and, finally, he suggests that the name and post office of the writer appear on the letter, so that it may be returned to him, if not called for.

Admitting that the difficulties growing out of the similarity of

names might be overcome by the careful direction of letters, as indicated, and that the writers' names would be given on the letters. I am still unable to resist the conviction that the results which the "suspended letter lists" would accomplish, would not justify the expenditure of money and of labor which the practical enforcement of the system would involve.

Mr. Wood has corresponded with the department, and, after duly considering his plans, the difficulties in the way of executing them were presented somewhat at length in a letter, of July 21, 1859, a copy of which (marked A) is hereto annexed.

After the most careful consideration, I am constrained to believe that the chief improvement in the Dead Letter Office must be effected by providing for the return of letters, through that office, in greater numbers, and at short periods, to the writers. This is the third point suggested by the resolution of the Senate.

In reference to returning the whole number (2,500,000) of letters, whether containing valuables or not, I may say that this could probably be done with thirty-five additional clerks, provided none but those letters containing money or other valuable inclosures, were registered and entered on the books, as at present, but it would be, to a considerable extent, labor lost, because in very many cases, no doubt, from the migratory habits of our people, and from other causes, the writers could not be found. The letters, then, would again be returned to the Dead Letter Office, and in many cases the letters, being unimportant, the writers would not care to receive them.

As stated in my general report, the attempt has been made to ascertain something of public opinion on the subject of restoring to the writers dead letters *not* containing inclosures of value. Fifteen hundred letters of this class were selected, and circulars sent to the postmasters where mailed to ascertain whether the writers of such desired their recovery, and also the reasons why the persons addressed failed to receive them.

Answers were received from 1,055, the writers of the other 445 not being found or failing to answer. Three hundred and sixty-six of the writers wished their letters returned, and three hundred and twenty-three had been originally misdirected.

From this experiment (confirmed by observation in the regular course of business) it may be assumed that not one half of the whole number of dead letters are of such value or importance as to justify their return to the writers. It is, however, perfectly certain that many letters of importance are now destroyed which should be preserved, it being impossible, with the limited number of clerks, to do more than simply look for inclosures.

I set down the proportion at less than one third, or say 600,000; for, apart from the large number of circulars and clearly unimportant letters entering into the general enumeration, (of 2,500,000,) there are thousands of letters without the writer's name or post office address, or when the address is given, so badly written that it cannot be read.

The selection, examination, and return of this number of letters (without keeping any special account of them in books, as is done with

letters containing money,) would probably require ten clerks in addition to the present force of the office.

They would, of course, be obliged to glance at the contents of all the letters, say 7,000 or 8,000 daily, the mere opening of which and looking for inclosures require now the constant and close attention of four clerks. This improvement of the service is clearly needed, and would, I think, fully satisfy the public. It should, at least, be fairly tested; and I would, therefore, suggest that the Postmaster General be authorized to employ not exceeding ten temporary clerks, (of class one, at $1,200 per annum,) and be required to report specially to Congress at the next session the number of letters returned to the writers, with such information as could be obtained calculated to throw light on the subject as to whether such returns are satisfactory or otherwise. In no other way, I think, can it be ascertained what legislation will be best adapted to meet the wants of the public in reference to dead letters.

As to the expense, I presume there can be no objection, considering the important interests involved; but I venture to suggest that the unclaimed money of the Dead Letter Office would go far towards paying the proposed additional clerks, the annual amount being now between $3,000 and $4,000. Under the act of Congress approved March 3, 1825, (4 Statutes, 409,) such money may be appropriated to the use of the department, and this has accordingly been done; but it has not been considered allowable to use the money for extra clerk hire.

The amount of money accruing from dead letters, deposited in the United States Treasury within a period of six years, exceeds $30,000, which it would seem most appropriate to restore from the general treasury, in whole or in part, as Congress may decide, for the purpose of improving the branch of business through which that money accrued.

It is of course necessary, above all things in connection with this subject, to provide for the delivery of letters without the intervention of the Dead Letter Office, as designed by the new law already referred to; and should its provisions be applied generally to the millions of letters passing through the mails, it will accomplish a most salutary reform. But, under the most favorable view, its effects will scarcely be appreciable within a shorter period than one year. Meanwhile, letters may be restored to the writers, and experiments made at the Dead Letter Office (according to the means which Congress may provide) which, it is confidently believed, will lead to satisfactory results scarcely otherwise attainable.

Some reforms have already been made, both by enforcing old and salutary regulations of the department, which had fallen into disuse, and by adopting new ones which the service manifestly needed.

Among the latter is the requirement (referred to in my annual report) under which weekly, semi-monthly, and monthly returns of dead letters are made, according to the frequency of advertising, so that none shall remain in post offices over three months after they have been advertised, and more than half of the whole number of dead letters are now thus returned. The effects have been found so favorable as to justify the more general application of the same rule. Under former instructions, all unclaimed letters were retained until the expiration of the quarter

succeeding the one during which they were advertised, so that many letters became five and some nearly six months old before reaching the Dead Letter Office.

I invite attention to the annexed list (marked B) of the principal offices now making such returns, showing the number of letters from each. This improvement has entailed additional duties on two clerks who were before too heavily tasked, and it cannot be generally applied without more assistance.

Misdirections tend more largely than any other cause to swell the number of dead letters, and many errors of this sort are now corrected by postmasters who exchange their advertised letter lists. Such exchanges have, however, only been made to a limited extent, between some of the principal cities, at the will of postmasters, whereas they should be regularly systematized and required, not only of the larger class of offices, (those of towns and cities,) but of all offices bearing similar names.

Recent experience has also shown that other salutary reforms may be effected by proper instructions to postmasters, all, however, having reference rather to a more systematic and frequent return of dead letters to this department than to any material reduction of their number.

As to "any further legislation," I can merely suggest, in case it should please Congress to provide for the return of a greater number of letters to the writers, that the present law, (section twenty-six, act approved March 3, 1825,) requiring them to remain three months in post offices, should be changed so as to shorten the period to two months, except in the case of letters at seaports, intended for persons on board of ships expected to arrive. It will then also be proper to change the designation of "Dead Letter Office" to *Returned Letter Office.*

In this connection it may not be inappropriate to state what amount of labor is required in the Dead Letter Office, and what is the regular, clerical, and other force allowed for performing such labor.

More than 28,000 separate accounts of postmasters are received each quarter, making about 114,000 in the year.

Each package must be carefully opened, and the dead letters separated from post bills and transcripts. This heavy labor falls on two clerks. Then the letters from each office are compared with the accompanying bill; those originating in foreign countries are separated and transmitted to the countries in which they originated, and the domestic (American) letters are opened, their contents of value registered, and the letters returned to their owners. The registration involves the entry of the name of the writer, the name and post office of the person addressed, place whence mailed, and description of contents, besides filling up a circular letter of instructions and blank receipt in each case, and filing and entering returned receipts. Upwards of 20,000 letters a year are thus disposed of by only four clerks, while the task of comparing all the dead letters (2,500,000) with post bills, and separating and forwarding foreign letters, (over 130,000,) devolves on two clerks.

The regular number of clerks allowed for opening letters is only three, which being, however, entirely insufficient, assistance has been

obtained by requiring a laborer to open accounts, and transferring a clerk to the more responsible work of opening letters. Even four persons cannot possibly take time to examine letters further than barely to look for money and other inclosures.

In addition, there are miscellaneous duties, such as examining daily for lost letters and packages, and attending to correspondence, which might well occupy the time of two clerks, whereas but one is allowed. Another clerk prepares for registration and forwarding the letters containing money, has exclusive charge of those which cannot be delivered and of special correspondence in reference to the same, and generally supervises the details of business. It is impossible, by description, adequately to convey an idea of the amount of labor performed. It cannot be appreciated except upon actual observation in all its details. The constant pressure is such as to allow no time for careful examination. Everything must be hastened; and so far from attempting to make material improvements in the service, with the present force employed, it is found impossible fully to keep up the current business.

Attention is invited to the annexed tables (marked C and D) showing the operations of the Dead Letter Office each year, from 1855, to 31st March, 1860, so far as concerns letters containing money or other valuable inclosures.

In addition, hundreds of packages remain in the office for want of information as to the owners, there being now an accumulation of over three thousand daguerreotypes, besides other articles.

The dead letters in California, Oregon, and Washington Territory, are examined in San Francisco, agreeably to section three, act approved July 27, 1854, entitled an "Act making provision for the postal service in the States of California," &c., &c. (For the last annual report up to 30th September, 1859, see statement, marked E, hereto appended.)

The chief causes of the accumulation of dead letters are clearly traceable to the restless lives and careless habits of the American people. Thousands of letters are directed to persons who are moving from place to place, and can therefore only be reached, as it were, by chance, and still more are imperfectly or improperly directed. As many as twelve hundred of this class have been received at one time from one small distributing office, and it must be more from inadvertence than ignorance of the law, that fifty thousand letters annually fail to reach their destination for want of prepayment of postage. As a still more convincing proof of carelessness, it may be stated that hundreds of letters are found *entirely without addresses*.

Such causes are of course beyond the control of legislation, and for their removal we must look to time and to the people themselves.

So far as there may be a lack of solicitude and vigilance on the part of postmasters, every possible measure will be adopted in the administration of the department to affect the necessary reform.

I have the honor to be, &c.,

J. HOLT,
Postmaster General.

Hon. JOHN C. BRECKINRIDGE,
President Senate United States.

A.

POST OFFICE DEPARTMENT,
July 21, 1859.

SIR: Your letter of the 25th June, as well as the communication to which it refers, was received, and have been carefully considered.

The vast accumulation of dead letters in the post offices of our country, has attracted the attention of Congress, and in compliance with a resolution of that body, many minds in the different branches of the postal service are now occupied with the question as to what can best be done to remedy this acknowledged and growing evil. Among the many valuable suggestions which have been submitted to me, none has been more thoroughly and patiently examined in its detail, than the plan devised by yourself, and so elaborately explained and impressed in the communication alluded to. It is ingenious and feasible, but I have not been able to resist the conviction that the results which it would accomplish would not justify the expenditure of money and of labor which the practical enforcement of the systems would involve. To a nomadic population, your plan would be admirably adapted, and therefore in the mining districts of our Pacific possession, its introduction would no doubt lead to the delivery of many letters which now fail to reach their destination. But it possesses no special adaptation to a population of fixed homes, and its advantages, if adopted among such a people, would be slight, as compared with the cost at which they would be purchased. The list which you propose shall be prepared (quarterly I presume, as at present) by the department of the dead letters, and permanently exhibited in each of the post offices of the State or Territory whence the letters have been forwarded as not delivered, would probably give much less practical publicity to their existence than you suppose. Take for example the State of New York, in which there are upwards of 2,500 post offices. In the city of New York alone there are near 70,000 dead letters returned per quarter. If to these be added those from every other office in the State, the list would assume a magnitude that would discourage all inquiry. The very vastness of the field to be explored, would lead rather to the concealment than the disclosure of the letters sought to be delivered. Again the prevailing similarity of names in our country would present great, if not insuperable obstacles. The directory shows that in the city of New York alone there are 200 John Smiths, 132 William Smiths, 100 James Smiths, 100 John Browns, 70 William Browns, 50 James Browns, 90 John Murphys, 50 James Murphys, 90 James Sullivans, &c., &c., &c. When you add to these all the similar names found throughout the entire State, you can at once perceive how formidable the list would become. You would probably find not scores, but hundreds of letters addressed to the same name, and yet not intended for one, but for hundreds of different persons. How would such letters be delivered under your system? If claimed by individuals bearing the proper name, to which of the claimants would they be sent; or in what proportion, or upon what principle would they be distributed? The hopeless embarrassment and interminable correspondence which would result from this a

gation of all these letters at a point where there could be no personal knowledge of the persons to whom they are addressed, must be manifest. An occasional letter would of course be thus saved from destruction, but the play would not be worth the candle.

Under our present system almost all the dead letters really valuable are delivered to the writers, if not to those to whom they are addressed. Those not valuable in the sense of the statute would scarcely justify the bestowal of the labor and money for their delivery, which your system would necessarily require.

The accumulation of dead letters results in part from a lack of solicitude and vigilance on the part of postmasters, and in part from the careless habits and comparatively restless lives of the American people. Every possible measure will be adopted, in the administration of the department, to remove the cause first named; for the removal of the latter, we must look to time and the people themselves.

For your communication, which manifests much thought and an earnest and laudable desire to coöperate in the attainment of a great public good, you have my sincere thanks.

Very respectfully, your obedient servant,

J. HOLT,
Postmaster General.

Mr. OLIVER EVANS WOODS, *Philadelphia.*

B.

Statement of dead letters received during the year ending March 31, 1860, *from offices making weekly, semi-monthly, and monthly returns.*

Office.	State.	Domestic.	Drop.	Foreign.	Total.
Albany	New York	8,086	1,445	853	10,384
Baltimore	Maryland	16,394	16,456	1,177	34,027
Buffalo	New York	10,597	17,989	2,288	30,874
Boston	Massachusetts	38,166	50,877	7,688	96,731
Chicago	Illinois	44,238	35,532	4,543	84,313
Charleston	South Carolina	8,712	1,317	772	10,801
Cincinnati	Ohio	33,911	12,612	2,771	49,294
Cleveland	Ohio	12,553	5,608	1,238	19,399
Columbus	Ohio	7,062	1,817	161	9,040
Hartford	Connecticut	4,309	1,116	305	5,730
Louisville	Kentucky	14,071	5,484	209	19,764
Nashville	Tennessee	9,709	2,756	210	12,675
New York	New York	127,116	109,548	29,166	265,830
New Orleans	Louisiana	53,813	31,161	5,389	90,363
Philadelphia	Pennsylvania	50,196	14,015	3,593	67,804
Richmond	Virginia	15,056	1,556	802	17,414
St. Louis	Missouri	68,072	33,748	6,236	108,056
Brooklyn	New York	10,797	2,960	1,152	14,909
Detroit	Michigan	11,572	5,058	1,069	17,699
Indianapolis	Indiana	9,061	5,892	213	15,166
Lowell	Massachusetts	8,557	3,557	142	12,256
Memphis	Tennessee	37,417	8,510	2,239	48,166
Mobile	Alabama	13,321	1,088	426	14,835
Pittsburg	Pennsylvania	15,060	4,116	962	20,138
Providence	Rhode Island	8,573	2,787	296	11,656
Rochester	New York	11,162	4,194	1,101	16,457
Savannah	Georgia	5,910	1,261	408	7,579
Syracuse	New York	7,020	2,037	241	9,298
Troy	New York	4,364	1,016	467	5,847
Washington	Dis. of Columbia	13,264	9,280	823	23,367
		678,139	394,793	76,940	1,149,874
Add letters returned to department held for postage and badly directed					45,773
Estimated number of letters received from 18 other offices, making similar returns		56,688	9,588	2,200	68,476
Total					1,264,123

C.

Statement of dead letters containing money, registered and sent out for delivery to the writers or owners thereof, from July 1, 1854, *to July* 1, 1859, *annually, and also during the three quarters from July* 1, 1859, *to April* 1, 1860.

Year ending—	Number of money letters sent out for delivery.	Aggregate contents of letters sent out.	Number of letters delivered.	Aggregate amount of money restored in letters deliver'd.	Number of letters returned unclaimed and outstand'g.	Contents of unclaimed letters on hand and outstanding.	
						Nominal value.	Worthless.
June 30, 1855....	9,127	$53,594 58	7,477	$46,693 43	1,650	$6,901 15	$340 00
June 30, 1856....	11,887	71,153 50	9,971	62,626 42	1,916	8,527 08	940 25
June 30, 1857....	8,828	52,246 84	7,615	47,245 05	1,213	5,001 79	384 00
June 30, 1858....	9,935	53,524 23	8,782	48,489 35	1,153	4,737 88	297 00
June 30, 1859....	9,726	45,718 14	8,574	41,143 74	1,152	4,195 90	378 50
Three quarters ending March 31, 1860.....	7,448	38,356 35	6,276	32,877 42	1,172	5,147 93	331 00

Estimated number for the year ending 30th June, 1860, 9,930.

D.

Statement of dead letters containing articles of value other than money registered and sent out for delivery to the writers or owners, thereof, annually from July 1, 1854, to July 1, 1859, and for the three quarters from July 1, 1859, to April 1, 1860.

Year ending—	Number of letters sent out.	Number of letters delivered.	Number of letters returned unclaimed.	Number of letters outstanding.	Contents of letters sent out.							
					Bills of exchange, drafts, and letters of credit; bonds and notes of hand; checks, orders, and treasury warrants; certificates of deposit, accounts, and receipts.	Deeds, mortgages, conveyances, and land titles.	Articles of agreement, powers of attorney, and policies of insurance.	Passage certificates and certificates of stock.	Pension papers, land certificates, and patent papers.	Court papers.	Miscellaneous.	Daguerreotypes.
June 30, 1855	6,414	5,306	1,092	16	$1,595,975 76	367	178	49	182	118	993	.....
June 30, 1856	6,728	5,884	818	26	2,122,194 89	526	174	67	176	109	1,039	.....
June 30, 1857	8,124	7,114	950	60	3,792,515 76	688	214	72	321	115	1,053	.....
June 30, 1858	9,006	8,200	769	37	2,706,106 69	921	265	167	396	125	1,018	.....
June 30, 1859	8,647	7,738	830	79	2,558,107 11	882	301	133	230	86	753	.....
Three quarters ending March 31, 1860	10,075	9,298	624	153	2,802,530 79	651	281	97	156	186	952	803

Estimated number of letters sent out for year ending June 30, 1860, 13,433.

E.

Statement of dead letters received in the Dead Letter Office at San Francisco during the year ending September 30, 1859.

From offices in California.	From offices in Oregon.	From offices in Washington Territory.	Total.	
66,420	3,584	1,432	71,436	
Letters held for postage			2,099	73,535
Foreign letters returned to department			4,821	
Valuable letters returned to department			360	
Total number returned to department				5,181
Opened and disposed of in San Francisco				68,354

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 42.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate, information in relation to the massacre at Mountain Meadows, and other massacres in Utah Territory.

MAY 4, 1860.—Read and ordered to lie on the table.
MAY 18, 1860.—Ordered to be printed.

To the Senate:

In compliance with the resolution of the Senate, adopted March 19, 1860, calling for the correspondence, &c., in relation to the Mountain Meadow and other massacres in Utah Territory, I have the honor to transmit the report, with accompanying documents, of the Secretary of the Interior, who was instructed to collect the information.

JAMES BUCHANAN.

EXECUTIVE MANSION, *May* 1, 1860.

DEPARTMENT OF THE INTERIOR,
April 30, 1860.

SIR: I have the honor to acknowledge the receipt, by reference from you, of the resolution of the Senate calling for all correspondence, &c. in relation to the massacre at Mountain Meadows, and other massacres in Utah Territory, and to transmit herewith the following papers, viz: copies of correspondence, &c., on file in the War Department, (A,) with a copy of the letter of the Secretary of War, transmitting the same to this department; copies of all papers on file in the Indian Office, (B,) with a copy of the report of the Commissioner of Indian Affairs transmitting the same; and copies of the correspondence between this department and A. Wilson, Esq., United States district attorney for Utah, (C.) These documents are believed to contain all the information in the possession of the government, in relation to the massacre at Mountain Meadows.

The information in relation to subsequent massacres in Utah Terri-

tory will be found in the correspondence (D) accompanying the report of the Commissioner of Indian Affairs.

With great respect, your obedient servant,

J. THOMPSON,
Secretary.

THE PRESIDENT.

WAR DEPARTMENT, *April* 13, 1860.

SIR: In compliance with the request contained in your letter of the 22d ultimo, communicating a copy of the resolution adopted by the Senate on the 19th, calling upon the President for information touching the massacre at Mountain Meadows, in August, 1857, I have the honor to transmit, herewith, copies of the papers named in the accompanying schedule, embracing all the particulars in possession of this department, relating to the subject.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. J. THOMPSON,
Secretary of the Interior.

A.

List of papers accompanying letter from the Secretary of War to the Secretary of the Interior of April 13, 1860, *relative to the Mountain Meadow Massacre.*

1. Hon. A. B Greenwood to Mr. Floyd, March 6, 1858.
2. Mr. Floyd to Hon. A. B. Greenwood, March 11, 1858.
3. General Johnston to General Scott, April 27, 1859.
   a. From the Adjutant General, May 5, 1858.
   b. To Dr. Forney, September 2, 1858.
   c. From same, September 10, 1858.
   d. Orders, April 15, 1859.
4. Captain Campbell to General Johnston, April 30, 1859.
5. Dr. Forney to same, May 1, 1859.
6. Mr. Floyd to same, May 6, 1859.
7. Dr. Forney to same, June 15, 1859.
8. General Johnston to Dr. Forney, June 16, 1859.
9. Same to Colonel Crosman, June 20, 1859.
10. Dr. Forney to General Johnston, June 20, 1859.
11. General Johnston to the Adjutant General, June 27, 1859.
    a. Orders, June 23.
12. Same to same, July 13, 1859.
    a. To Captain Campbell, April 17.
    b. From same, July 6.
    c. Dr. Brewer to same, May 6.
13. Same to same, August 17, 1859.
    a. From Mr. Cumming, August 3.
    b. Dr. Forney to same, August 2.

c. Mr. Smith to Dr. Forney, August 1.
d. To Mr. Cumming, August 5.
e. Orders, August 5.
f. To Major Lynde, August 6.
g. To Lieutenant Gay, August 6.
h. From same, August 15.
i. Orders, August 14.
j. To Commander of the Bear River Expedition, August 15.
14. Same to General Scott, November 2, 1859.
a. Mr. Lander to Dr. Forney, August 16.
b. From Lieutenant Gay, August 17.
c. From Major Lynde, August 20.
d. To same, August 26.
e. From same, August 26.
f. From same, September 10.
g. From Dr. Forney, September 22.
h. From Major Lynde, October 24.

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1. *Mr. Greenwood to Mr. Floyd.*

WASHINGTON, D. C., *March* 6, 1858.

SIR: I have just received the published proceedings of a public meeting held in Carroll county, Arkansas, in relation to the massacre of their friends and relations on the Plains, last summer, by the Mormons and Indians, near Cedar City, in Utah Territory.

You will perceive by the proceedings, which I send you herewith, that it is alleged that these barbarous wretches have now in their custody some fifteen children, whose lives were spared, according to their information; and they earnestly invoke the aid of the government to enable them to recover the children alleged to be in their custody. They also call upon the delegation in Congress to bring the matter before the proper authorities here, and obtain whatever suggestions they may see proper to make, that will enable these distressed people to reclaim the survivors of the massacre. Thinking the Department of War to be the proper one to correspond with, I have thought proper to address you, hoping you will be able to communicate something that will to some extent relieve the friends of those who have been so brutally murdered. They also ask that an appropriation be made to defray the expenses which it may be necessary to incur in order to reclaim and bring home to their relatives the children that have been spared.

I should be pleased to receive any communication that you may think proper to make; and should you deem it advisable to recommend an appropriation, I shall take great pleasure in referring your recommendation to the proper committee.

I have the honor to be, very respectfully, your obedient servant,

A. B. GREENWOOD.

Hon. JOHN B. FLOYD,
Secretary of War, Washington city, D. C.

2. *Mr. Floyd to A. B. Greenwood.*

WAR DEPARTMENT,
Washington, March 11, 1858.

SIR: I have received your letter of the 6th instant, inclosing the published proceedings of a public meeting held in Carrollton, Arkansas, the 1st ultimo, relative to the massacre of a party of emigrants from Arkansas, by Mormons and Indians, in the month of July last.

This department has, at present, no information respecting the massacre alluded to, or the probable fate of the survivors; but the newspaper slip accompanying your communication will be transmitted at the earliest practicable moment to Colonel Johnston, commanding the troops in Utah, with instructions to adopt such measures for the recovery of the children said to be still in captivity, as in his judgment may appear to be best calculated to attain this most desirable object; and should his efforts be successful, to send the persons rescued, at a suitable time, and under proper protection, to Fort Leavenworth, Kansas, whence they can be readily returned to their friends in Arkansas.

It is recommended that a small appropriation be asked for, to defray any incidental expenses that may attend the execution of the orders which will be given Colonel Johnston, and which cannot well be charged to the ordinary appropriations for the military service.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. A. B. GREENWOOD,
House of Representatives.

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3. *General Johnston to General Scott.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, Utah Territory, April 27, 1859.

COLONEL: I have the honor to report that Captain R. P. Campbell marched for Santa Clara on the 21st instant, in command of one company of dragoons and two of infantry, with orders and instructions which have been forwarded to you. One company of his command will return to this place with Major Prince, paymaster United States army, who is *en route* to this department with a large amount of public money for the payment of troops, to whom the government is in arrears six or eight months.

The motive for dispatching this force to the neighborhood of Santa Clara is to give protection to the numerous travelers who will pass over the southern route during the spring, and merchants' trains, and also to make inquiries respecting murders, which were said to have been perpetrated by Indians last fall. Should it be ascertained what Indians committed the murders, I will order a severe chastisement to be in-

flicted. Captain Campbell will, however, make no hostile movement against the Indians for past occurrences, unless something transpires while he is on the route which shall make immediate action necessary.

In the course of the debate in the Senate, which is reported in the Globe of the 9th of March, on an amendment of the army appropriation bill, offered by Mr. Sebastian, for "defraying the expense of ransom, recovery, and restoration to their homes of the children surviving the massacre by the Indians of the emigrant train from Arkansas, in the fall of 1857, $10,000," Mr. Johnson, of Arkansas says: "I have understood that instructions were sent out from the War Department and the Interior Department for an investigation and an inquiry, but I must say that I have not been satisfied that proper, earnest investigation has been made into this horrible transaction, which the case merited at the hands of the government."

With regard to what has been ordered in this matter, there seems to be a misapprehension. The only communication received by me on that subject was written on the 5th of May, and received on the 7th of August, of which the inclosed is a copy. I was then of the opinion that those children were in the possession of the Mormons who live in the district of country where the massacre was perpetrated, and I was apprised that Dr. Forney, Indian superintendent of this Territory, had gone to visit the Indians of that district about the time of the reception of the letter from the Adjutant General. I presumed that the recovery of the children, whether in the hands of the Indians or Mormons, could be best accomplished through the agency of the superintendent, and, accordingly, sent the Adjutant General's letter to him, for his action. Inclosed I send his letter acknowledging the receipt of of the Adjutant General's letter, and a statement that he "had found ten of the children." (He does not say that he received them from the Indians, and I presume he did not.) He has now seventeen, who are supposed to be all who survived the horrible slaughter of men, women, and children at the Mountain Meadows. My action was limited to such measures, by my instructions, as would lead to the recovery of the children, and I found, when I turned them over to him, that measures were already successfully in progress, through the superintendent, who was finally successful, and there was nothing further that I could properly do.

The implication (in the belief of many) of the inhabitants, or a considerable portion of them, of that district in the committal of that atrocious crime, was not a subject for investigation or inquiry on my part. The judiciary have the subject before them, which will, I do not doubt, result in discovering the perpetrators.

With great respect, your obedient servant,

A. S. JOHNSTON,
Colonel Second Cavalry and Bvt. Brig. General U. S. A.,
Commanding.

Lieut. Colonel L. THOMAS,
Assistant Adjutant General,
Headquarters of the Army, New York city.

3 *a*.

ADJUTANT GENERAL'S OFFICE,
Washington, May 5, 1858.

SIR: I have the honor herewith to transmit a newspaper slip, giving the proceedings of a public meeting held in Carroll county, Arkansas, some time ago, in relation to the massacre of a party of emigrants from Arkansas, by Mormons and Indians, in the month of July last.

The Secretary of War considers that, in the progress of the military operations in Utah, it may be in your power to gain information respecting the children supposed to be still in captivity, and, perhaps, adopt some measures which may eventually lead to their recovery from the Indians. He desires, therefore, that you will improve every opportunity which may offer giving any promise of the realization of an end so much to be wished for; and should the efforts you may institute be successful, the persons rescued might be sent, under proper protection, to Fort Leavenworth, from which point they could readily return to their friends in Arkansas.

I am, sir, very respectfully, your obedient servant,
S. COOPER,
Adjutant General.

The COMMANDING OFFICER,
Department of Utah.

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3 *b*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., September 2, 1858.

SIR: The inclosed letter from the Adjutant General of the army, conveying the wishes of the Secretary of War that "all proper means may be taken to ascertain the fate of the Arkansas emigrants massacred last year by a party of Mormons and Indians in this Territory," &c., was received during your absence from the city in the direction of the scene of this massacre.

The commanding general has learned that you have interested yourself in recovering some of the surviving children of this party, and as this matter is one for the action of your branch of the public service, he respectfully transfers these papers to you that proper measures may be taken to carry out the wishes of the government.

I am, sir, very respectfully, your obedient servant,
F. J. PORTER,
Assistant Adjutant General.

Dr. J. FORNEY, *Supt. Indian Affairs,*
Great Salt Lake City, U. T.

3 *c.*

OFFICE OF SUPERINTENDENT INDIAN AFFAIRS UTAH TERRITORY,
Great Salt Lake City, September 10, 1858.

SIR: Your polite note, inclosing a letter from the Adjutant General in regard to the massacre of Arkansas emigrants near Cedar City, in this Territory, was duly received, and in reply I would say that I have found ten of the children, who are now in my possession, and am using every endeavor to ascertain the whereabouts of the others, with prospects of success.

I remain yours, respectfully,

J. FORNEY,
Supt. Indian Affairs Utah Territory.

F. J. PORTER,
Assistant Adjutant General.

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3 *d.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, Utah Territory, April 15, 1859.

Special Orders No. 26.]

One company of dragoons and two companies of infantry from Camp Floyd, under the command of Captain R. P. Campbell, second dragoons, will leave for Santa Clara on the 21st instant, and be governed by special instructions from these headquarters.

A medical officer will be assigned to the command.

The command will be rationed for fifty days.

The quartermaster's department will furnish the necessary transportation.

By order of Brevet Brigadier General A. S. Johnston:

F. J. PORTER,
Assistant Adjutant General.

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4. *Captain Campbell to General Johnston.*

CAMP NEAR BEAVER CITY, UTAH TERRITORY,
April 30, 1859.

MAJOR: I have the honor to inform you that I arrived at this place yesterday, where the express overtook me. The officers and men of my command are all well, only the minor ailments incidental to a march, and the horses and mules are improving in condition.

There has nothing of the slightest importance happened since the command left Camp Floyd, there was a slight fall of snow the fourth day after leaving Camp Floyd; the command left the service that morning.

I shall leave here to-morrow morning with as much forage as I started with.

I am remaining in camp to-day, both on account of a storm that began this morning and it being the day for muster.

I met Dr. Forney at Meadow creek, he came into my camp with the Indian Konosh on a visit; he was camped at the Indian farm on Corn creek, where Konosh lives, some miles off the road. The doctor had with him fifteen or sixteen of the children of the emigrants who were murdered at the Mountain Meadows. These children say that they have never been with the Indians. I did not see the children, but the judge saw them, and talked with them. A good deal of information can be derived from them in relation to the massacre, as some of them are old enough to remember the affair very well. The express arrived here at 10 o'clock on the night of 29th proximo.

I am, sir, very respectfully, your obedient servant,

REUBEN P. CAMPBELL,

Captain Second Dragoons, Com'g Santa Clara Expedition.

Major J. F. PORTER, *Assistant Adjutant General, U. S. A.,*
Camp Floyd, Utah Territory.

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5. *Dr. Forney to General Johnston.*

SPANISH FORK, INDIAN RESERVATION,
May 1, 1859.

DEAR GENERAL: Thank God that I am this near home from my southern trip. I had a very laborious and difficult trip, at the same time, however, interesting, and my inquiries of the causes and final consummation of the awful Mountain Meadow affair, may lead to extraordinary developments.

I succeeded in getting sixteen children, all, it is said, that remain of the butchering affair. I have the children with me, they seem contented and happy, poorly clad, however. I will get them fixed up as soon as possible. All the children are intellectual and good looking, not one mean looking child among them, they average from three and a half to nine years old. Most of them know their family names, and a few recollect the place of their former homes, others have some recollection of it.

What is more important than all, is, that at least four of the oldest of the children *know*, WITHOUT DOUBT KNOW, enough of the material facts of the Mountain Meadow affair, to relieve this world of the *white* hell-hounds, who have disgraced humanity by being mainly instrumental in the murdering at least one hundred and fifteen men, women, and children, under circumstances and manner without a parallel in human history for atrocity. I gave Judge Cradlebaugh, a few days ago, the names of such persons who, I have reason to believe, participated in the affair, and when brought to trial can furnish the evidence to convict them. Some of these men are by this time arrested, I think.

With proper caution all the men can be arrested. I send Mr. Rodgers back with the judge, *with a business letter* to some of the church dignitaries.

I met the military command ten miles south of Fillmore, all seemed in good spirits. The country south of Cedar City is poor, but little grass and no grain.

The Indians south, at this time, are quiet and peaceable. To the Mountain Meadows there is good grass, *that far the command should go, for reasons you will learn by and by.*

Excuse this hasty and imperfect letter.

Very respectfully and truly yours,

J. FORNEY.

General A. S. JOHNSTON,
Commander of Utah Department, Utah Territory.

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6. *Mr. Floyd to General Johnston.*

WAR DEPARTMENT,
Washington, May 6, 1859.

SIR: The change which seems to have taken place in the condition of things in Utah Territory since the date of your former instructions renders some modification of those instructions necessary.

Peace being now restored to the Territory, the judicial administration of the laws will require no help from the army under your command. If the service of the United States troops should be needed under any circumstances, it could only be to assist the executive authority in executing the sentence of law or the judicial decrees of the court, and that necessity could only arise when the services of a civil *posse* were found to be insufficient. You will therefore only order the troops under your command to assist as a *posse comitatus* in the execution of the laws, upon the written application of the governor of the Territory, and not otherwise. The fidelity with which you have obeyed the instructions of this department heretofore given you, is the fullest guarantee that you will, with the same zeal and efficiency, conform to these.

I am, general, very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Brevet Brigadier General A. S. JOHNSTON,
Com'g Department of Utah, Camp Floyd, Utah Territory.

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7. *Dr. Forney to General Johnston.*

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 15, 1859.

DEAR SIR: I informed you sometime ago that I had then sixteen children in my possession, all (it was then supposed) that were

maining of the terrible massacre in Mountain Meadows valley, in September, 1857.

Since my hasty letter to you from Spanish Fort, another child has been recovered, and is now also in my possession.

I have collected these children in pursuance to instructions from the Indian department, and in compliance with those instructions, they must soon be *en route* for Leavenworth.

Messrs. Russell, Majors, and Waddell offered the Indian department, free of charge, two large wagons, twelve yoke oxen, and the necessary gear, to transport the children to Leavenworth in company with one of their returning caravans.

These unfortunate fatherless, motherless, and penniless children certainly demand more than an ordinary degree of sympathy. I have secured the services of four females to accompany them to Leavenworth. I will also provide suitable clothing, blankets, and such appliances as will be deemed necessary. I am also directed to furnish them with provisions, and I presume cooking utensils, fuel, &c.

My instructions from the office of Indian affairs plainly indicate the desire that I should send these children by the means of transportation offered by Messrs. Russell, Majors, and Waddell; but I am induced to believe that, was the department advised of the objections so obvious to this mode of transportation, I feel satisfied that my instructions would have been materially modified or changed, and therefore, after mature reflection and consultation with several gentlemen, I am induced to assume the responsibility of changing the direction of this matter, provided I can obtain two or three ambulances, one baggage-wagon, a suitable number of mules, and a proper military escort from the officer in command of this department.

I therefore respectfully request that you will advise me whether this arrangement can be made without subjecting the service to any important inconvenience.

As the caravan with which it is proposed to send the children leaves in a few days, an early reply is respectfully requested.

I have the honor to remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs Utah Territory.

General A. S. JOHNSTON,
Com'g Department Utah, Camp Floyd, Utah Territory.

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8. *General Johnston to Dr. Forney.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., June 16, 1859.

SIR: General Johnston desires me to inform you that he will provide the escort and transportation needed for the children surviving the massacre in the Mountain Meadow valley, asked for in your letter of the 15th instant, and will also take great pleasure in aiding you to the full scope of his authority here, and on the road, in your humane

efforts to transmit in comfort and safety those children to Leavenworth.

The party will be escorted by a company of dragoons as far as Fort Kearny, whence their safety will be secured by the commander of that post.

The party will be sent for and placed under charge of the escort the day before it marches, which will be towards the end of next week, and by the Timpanogos route, if sufficiently repaired.

A day's notice will be given you of the transportation being sent to the city.

I am, sir, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Dr. J. FORNEY,
Superintendent of Indian Affairs, Great Salt Lake City, U. T.

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9. *General Johnston to Colonel Crosman.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., June 20, 1859.

COLONEL: The commanding general directs that three light spring wagons, and one baggage wagon, be prepared to transport to Fort Leavenworth the children retained from massacre at the Mountain Meadows, in this Territory, and also one spring wagon for the three children of the late Daniel Foster, of Connecticut, and the person in charge of them.

The spring wagons will be provided with seats, and arranged for the comfort of the children.

The spring wagons for the first-named party will be needed about the middle of this week to bring the children to this camp, preparatory to placing them under charge of the escort, which will probably leave about Saturday next.

I am, colonel, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Lieut. Col. GEORGE H. CROSMAN,
Deputy Quartermaster General, Camp Floyd, U. T.

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10. *Dr. Forney to General Johnston.*

GREAT SALT LAKE CITY,
June 20, 1859.

DEAR SIR: I received your letter, in answer to mine to General Johnston, in relation to the transportation to Fort Leavenworth of the seventeen children, and also your two letters on the same subject.

I can hardly find language to express my thankfulness to General Johnston and yourself, for the favorable consideration of my request.

Have the kindness, my dear sir, to say to General Johnston that I

appreciate his kindness, and return to him, in behalf of the unfortunate children, sincere thanks for the generosity in aiding me to convey those little ones in comfort and safety to Leavenworth, instead of in two ox-wagons and in company of sundry ox-drivers.

I will be at Camp Floyd to-morrow evening.

I am, very respectfully, your obedient servant,

J. FORNEY.

Superintendent Indian Affairs, U. T.

Major F. J. PORTER,

Assistant Adjutant General, Camp Floyd, U. T.

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11. *General Johnston to the Adjutant General.*

HEADQUARTERS DEPARTMENT OF UTAH,

Camp Floyd, U. T., June 27, 1859.

COLONEL: I have the honor to report the departure from this place, yesterday, of companies A and C, second dragoons, under the command of Captain Anderson, second dragoons, and to-day of light company C, third artillery, with the field battery, under the command of Brevet Major Reynolds, for the places of their destination, respectively, as announced in general orders from the headquarters of the army.

At the request of Dr. Forney, superintendent of Indian affairs, who informed me that the transportation provided by the Department of the Interior was unsuitable for the purpose, I have ordered spring wagons to be furnished for the conveyance to Fort Leavenworth of the seventeen children whose lives were spared at the Mountain Meadow massacre. I have directed that they shall be provided with subsistence. Major Whiting, who will be allowed to avail himself of his certificate of disability, on his arrival at Fort Leavenworth, has been instructed to see that good care is taken of all the children, and that they are provided with every thing needful on the route. These children also accompany the dragoons, and their commander is charged with their safety as far as Fort Kearny, whence they will be provided with a sufficient escort to Fort Leavenworth.

With great respect, your obedient servant,

A. S. JOHNSTON,

Colonel 2d Cavalry, and Bvt. Brig. Gen'l U. S. A., Com'g.

Colonel S. COOPER,

Adjutant General U. S. A., Washington city, D. C.

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11 *a.*

HEADQUARTERS DEPARTMENT OF UTAH,

Camp Floyd, U. T., June 23, 1859.

Special Orders No. 50.]

I. In pursuance of General Orders No. 2, of the 16th ultimo, from the headquarters of the army, light company C, third artillery, and companies A, C, and F, second dragoons, will be relieved from duty

in this department, and will proceed to their respective posts in the department of Oregon, and the department of the West.

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III. Company F, second dragoons, is assigned to Fort Laramie, companies A and C to Fort Kearny.

Companies A and C will march from Camp Floyd on the 26th instant; company F, at Fort Bridger, will march one day after the other companies pass that post, and will keep that interval between them.

Subsistence (⅜ of the meat ration bacon) for ten days will be provided at Camp Floyd, and twenty-two days at Fort Bridger; the additional beeves being taken from the drove at that post.

To this command is intrusted the safety of the orphan children retained from the massacre in the Mountain Meadow valley in this Territory, and also the reclaimed children of Mrs. Verguson, widow of the late Daniel Foster, of Connecticut. To these infant wards of our country the command will render every proper assistance asked for by the person specially charged with attending to their comfort.

On arriving at Fort Laramie the most efficient company of the two assigned to Fort Kearny, will, if not restricted by modifying orders, proceed to execute the duty specified in section 6, paragraph 1, of General Orders No. 2, from the headquarters of the army.

The other company, escorting the parties intrusted to the two, will continue to Fort Kearny, where a new escort to Fort Leavenworth will be provided.

IV. At the request of the superintendent of Indian affairs for the territory of Utah, Brevet Major Daniel P. Whiting, seventh infantry, will supervise the care of these parties of children now being restored by the government to their friends and relations, and will carry out on the road, and at Leavenworth, the wishes of the superintendent. The Foster children under the immediate charge of Ordnance Sergeant Black will be delivered to the depot quartermaster at Fort Leavenworth, who, before their arrival, will receive from the Secretary of War instructions in regard to forwarding them to their mother.

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By order of Brevet Brigadier General A. S. Johnston:

F. J. PORTER,
Assistant Adjutant General.

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12. *General Johnston to the Adjutant General.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., July 13, 1859.

SIR: I have the honor to inclose, for the information of the honorable Secretary of War, the report of Captain Campbell's expedition to the southern district of this Territory.

With great respect, your obedient servant,

A. S. JOHNSTON,
Col. Second Cavalry, and Bvt. Brig. Gen. U. S. A., Comd'g.

Col. S. COOPER,
Adjutant General U. S. A., Washington city.

12 *a*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., April 17, 1859.

SIR: The commanding general designated you to command an expedition to a southern portion of this department, and has assigned to you, in Special Orders No. 26, one company of dragoons and two of infantry.

The commanding general orders that you proceed to Santa Clara, and remain in that portion of the country as long as the interests of the government and the objects of the expedition require.

The objects of the expedition are, the protection of travelers on the road to California; to inquire into depredations which are reported in the accompanying letter as having been committed by Indians in the vicinity of Santa Clara; and to furnish a company to escort to this camp Paymaster Prince, in charge of public funds.

The commanding general directs you to report the result of your examination into past depredations by Indians, that if necessary additional force may be sent to you; and without his orders, not to use your force to chastise Indians except for depredations and murders committed while you are in their vicinity, and which need prompt punishment.

The paymaster's escort (which will return to California) will be relieved by a company of your command, or by your whole command if the exchange takes place at Santa Clara, and there is no object to be accomplished by remaining longer in that vicinity. The new escort will return by easy marches to this camp.

Should you think it advisable to remain on the road for a longer time than you are provisioned, you will report the fact, and make timely requisition for supplies, which will be sent to you.

You are desired to take from Cedar City forage for the return to California of the paymaster's escort, and also to furnish them subsistence if needed. The latter will be replaced from this camp. A guide and interpreter will be directed to report to you.

I am, sir, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Captain R. P. CAMPBELL,
Second Dragoons, Com'g Santa Clara Expedition.

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12 *b*.

FORT BRIDGER, *July* 6, 1859.

MAJOR: I have the honor to inform you that, in pursuance of instructions received from the adjutant general's office of this department, dated April 17, 1859, I left Camp Floyd, Utah Territory, on the 21st of April, 1859, to proceed to Santa Clara, in order to protect travelers

on the road to California, and to inquire into certain depredations said to have been committed by the Indians in that vicinity.

My command consisted of one company of dragoons and two companies of infantry.

Nothing of interest occurred until my arrival at the Mountain Meadows, which are situated about one hundred and fifty miles south of Camp Floyd, and on the southern rim of the basin. Here I found human skulls, bones, and hair, scattered about, and scraps of clothing of men, women, and children. I saw one girl's dress, apparently that of a child ten or twelve years of age. These were the remains of a party of peaceful inhabitants of the United States, consisting of men, women, and children, and numbering about one hundred and fifty, who were removing with their effects from the State of Arkansas to the State of California. These emigrants were here met by the *Mormons* (assisted by such of the wretched Indians of the neighborhood as they could force or persuade to join them), and massacred, with the exception of such infant children that the Mormons thought too young to remember or *tell* of the affair. The Mormons had their faces painted so as to disguise themselves as Indians.

The Mormons were led on by John D. Lee, then a high dignitary in the self-styled Church of Jesus Christ of Latter Day Saints, and Isaac Haight, now a dignitary in the same.

This affair began by a surprise. The emigrants were encamped near a spring, from which there is a ravine. Along this ravine the Mormons and Indians crept to the spring during the night. When the emigrants arose in the morning they were fired upon, and some twelve or fifteen of them killed. The emigrants then seized their arms and defended themselves so bravely that, after four days, the Mormons and Indians had not succeeded in exterminating them. This horrid affair was finished by an act of treachery. John D. Lee, having washed the paint from his face, came to the emigrants and told them that if they would surrender themselves, and give their property to the Indians, that the Mormons would conduct them safely back to Cedar City. The emigrants then surrendered, with their wives and children. They were taken about a mile and a half from the spring, where they, their wives, and their children, (with the exception of some infants,) were ruthlessly killed.

The infants were taken to Cedar City, where they were either sold or given away to such of the Mormons as desired them. It is a notorious fact that these infants never have been with the Indians. The property of the emigrants was taken to Cedar City, where it was put up at public auction and sold.

These facts were derived from the children who did remember and could tell of the matter, from Indians, and from the Mormons themselves. This affair occurred in the month of September, in 1857.

On leaving the Mountain Meadows, I proceeded on with my command to the river Santa Clara, where I arrived on the 8th of May, 1859. I sent for Jackson, the chief of the tribe said to be most hostile to the Americans. He acknowledged that he had committed some outrages on the people of the United States. He made the most humble protestations of future good conduct, in which I put some reliance, if he is

not encouraged to commit overt acts by the Mormons. These Indians are a miserable set of root-diggers, and nothing is to be apprehended from them but by the smallest and most careless party.

The commanding general having concluded that the objects of the expedition were accomplished, I returned to Camp Floyd, Utah Territory, agreeably to his instructions.

I am sir, very respectfully, your obedient servant,

R. P. CAMPBELL,
Capt. Second Dragoons, Com'g Santa Clara Expedition.

Major F. J. PORTER,
Assistant Adjutant General U. S. Army,
Camp Floyd, Utah Territory.

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12 *c.*

CAMP AT MOUNTAIN MEADOWS,
Utah Territory, May 6, 1859.

CAPTAIN: I have the honor to report, that this morning, accompanied by the detachment of men furnished by your orders, I proceeded to inter the remains of the men, women, and children of the Arkansas emigrant train, massacred by the Mormons at the Mountain Meadows, Utah Territory, in the month of September, 1857.

At the scene of the first attack, in the immediate vicinity of our present camp, marked by a small defensive trench made by the emigrants, a number of human skulls and bones and hair were found scattered about, bearing the appearance of never having been buried; also remnants of bedding and wearing apparel.

On examining the trenches or excavations, which appear to have been within the corral, and within which it was supposed some written account of the massacre might have been concealed, some few human bones, human hair, and what seemed to be the feathers of bedding, only were discerned.

Proceeding twenty-five hundred yards in a direction N. 15° W., I reached a ravine fifty yards distant from the road, bordered by a few bushes of scrub oak, in which I found portions of the skeletons of many bodies—skulls, bones, and matted hair—most of which, on examination, I concluded to be those of men. Three hundred and fifty yards further on, and in the same direction, another assembly of human remains were found, which, by all appearance, had been left to decay upon the surface. Skulls and bones, most of which I believed to be those of women, some also of children, probably ranging from six to twelve years of age. Here, too, were found masses of women's hair, children's bonnets, such as are generally used upon the plains, and pieces of lace, muslin, calicoes, and other material, part of women's and children's apparel. I have buried thirteen skulls, and many more scattered fragments.

Some of the remains above referred to were found upon the surface of the ground, with a little earth partially covering them, and at the

place where the men were massacred; some lightly buried, but the majority were scattered about upon the plain. Many of the skulls bore marks of violence, being pierced with bullet holes, or shattered by heavy blows, or cleft with some sharp-edged instrument. The bones were bleached and worn by long exposure to the elements, and bore the impress of the teeth of wolves or other wild animals.

The skulls found upon the ground near the spring, or position of first attack, and adjoining our camp, were eight in number. These, with the other remains there found, were buried, under my supervision, at the base of the hill, upon the hill-side of the valley.

At the rate 2,500 yards distant from the spring, the relative positions and general appearance of the remains seemed to indicate that the men were there taken by surprise and massacred. Some of the skulls showed that fire-arms had been discharged close to the head. I have buried eighteen skulls and parts of many more skeletons, found scattered over the space of a mile towards the lines, in which direction they were no doubt dragged by the wolves.

No names were found upon any article of apparel, or any peculiarity in the remains, with the exception of one bone, the upper jaw, in which the teeth were very closely crowded, and which contained one front tooth more than is generally found.

Under my direction, the above-mentioned remains were all properly buried, the respective locality being marked with mounds of stone.

I have the honor to be, captain, very respectfully, your obedient servant,

CHARLES BREWER,
Assistant Surgeon United States Army.

Captain R. P. CAMPBELL,
Second Dragoons, Commanding Paymaster's Escort.

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13. *General Johnston to the Adjutant General.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 17, 1859.

COLONEL: I have the honor to transmit, for the information of the General-in-Chief, a letter from the governor of the Territory, inclosing one from the Superintendent of Indian Affairs, relating to the murder and robbing of an emigrant party by Indians, probably Bannack and Shoshonees, and my reply, which will show my action thereon; and also Lieutenant Gay's report of a successful attack made by him upon the depredating band of Indians.

I beg leave to observe, in relation to the tenor of my reply to Governor Cumming, that recent orders of the honorable Secretary of War, a copy of which is transmitted herewith, places this Territory on the footing of a State, or any other Territory, as to the means of obtaining the coöperation and aid of the federal troops in cases contemplated by the act of 3d of March, 1807, except when, in the opinion of the governor of this Territory, their assistance may be necessary for the

enforcement of the sentences and decrees of the courts. This, you will perceive, is a specific grant of power to the governor, and my authority to furnish troops on his requisition is strictly limited to the class of cases mentioned above. It is therefore that I have informed him I will refuse a compliance with any requisition from him for troops intended to be employed for any purpose not specifically authorized by my orders. I presume it will not be argued that under any circumstances he could be authorized to call for troops for military purposes, for the performance of duties which are strictly enjoined upon the commander of the department, and more especially as the offense to be punished occurred beyond the limits of this Territory, in Oregon.

With great respect, your obedient servant,

A. S. JOHNSTON,
Col. Second Cavalry, and Brevet Brig. Gen., U. S. A.

The ADJUTANT GENERAL,
Headquarters of the Army, New York city.

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13 *a*.

EXECUTIVE OFFICE, UTAH,
Great Salt Lake City, August 3, 1859.

SIR: I have the honor to inclose herewith a note addressed to me by J. Forney, Esq., superintendent of Indian affairs, covering a letter addressed to him by Samuel Smith, of Box Elder, detailing a statement of the killing of certain emigrants, on the northern route to California, in the vicinity of the Goose Creek mountains.

The superintendent leaves here to-day for Box Elder.

Verbal information, communicated by the bearer of the note from Smith, induces the belief that a larger number of persons have been slain than is indicated by the written communication. I therefore respectfully request that you will detach a suitable command, with instructions to communicate with Superintendent Forney, at Brigham City, with a view of arresting the murderers and furnishing protection upon the road.

Your compliance with this request will oblige, very respectfully, your obedient servant,

A. CUMMING,
Governor of Utah Territory.

General A. S. JOHNSTON.

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13 *b*.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August 2, 1859.

SIR: Inclosed is a copy of a letter just received. The bearer of the letter gives additional information, which, with the letter, leaves scarcely a doubt but that an emigrant train has been attacked, and a portion or all murdered by Indians supposed to be from the State of

Oregon. It is said the murder was committed near the Goose Creek mountains. A small military force should be sent north. I will go north to-morrow.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs for Utah.

His Excellency A. CUMMING,
Governor of Utah.

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13 *c.*

BRIGHAM CITY, BOX ELDER COUNTY, U. T.
August 1, 1859.

DEAR SIR: Agreeable to your request, that I should inform you whenever any movements of the Indians took place of any importance in this part of your superintendency, I wish to say to you that some Indians came in yesterday from the north, with reports that some whites had been murdered some two hundred miles north of this, on the California road. The reports were so vague and contradictory that at first I did not consider it worthy of credence. But having afterwards learned that some Indians had in their possession some horses, mules, oxen, and other property unusual for them to traffic in, trying to trade the same to citizens in the suburbs of this city, I thought best to institute an inquiry in reference to the matter. I fear the report is too true, though there is much contradiction in regard to the circumstances and extent of the murder.

One report is, that two Indians entered a camp of emigrants to do some trading, and were killed by said emigrants. The Indians then gathered their forces, and revenged their death by killing five men and two children belonging to said camp. Other reports make the number of the whites killed more, and state other causes for the massacre.

I send this by Mr. Nichols Bishop, of this settlement, who will give you further particulars. I send by him a daguerreotype, which has been obtained from the Indians by one of our citizens, and given to me to send down to you. It is stated by the Indians to belong to some of the murdered party.

Yours, with much respect, &c.,

SAMUEL SMITH.

Dr. FORNEY,
Superintendent Indian Affairs.

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13 *d.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 5, 1859.

SIR: Your letter of the 3d instant, requesting that a detachment of troops may be sent on the northern California route, for the appre-

hension of Indians said to have murdered a party of emigrants, and for the protection of travelers on that route, has been received, and I will, in consequence of the information contained in your letter, but not in compliance with your requisition, dispatch a force, as I would do should the like information come from any source entitled to credit, to arrest those who may be found on inquiry to have been engaged in the murder, and to punish any others who may attempt to rob or murder on the route.

In view of the very specific orders of the Secretary of War, of recent date, limiting my authority to comply with your requisitions for the aid of the United States troops to cases which in a single contingency may occur, I feel it a duty to refuse a compliance with your requisitions for troops in any other case whatever than those specified.

Should any extraordinary exigency occur, such as is contemplated by the law approved 3d March, 1807, for the use of the military force, the mode is there pointed out by which the aid of such force can be obtained, which of course is well known to you.

I have the honor to transmit an extract from my orders mentioned above.

With great respect, your obedient servant,

A. S. JOHNSTON,
Col. Second Cavalry, and Brevet Brig. Gen., U. S. A.

His Excellency A. CUMMING,
Governor of Utah.

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13 *e.*

[Extract.]

HEADQUARTTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 5, 1859.

Special Orders No. 65.]

1. A company of dragoons will march from Camp Floyd on the 8th instant, for the northern road to California, for the purpose of giving protection to emigration thereon, and attending to other duties, which will be assigned it in special instructions from the commanding general.

A subaltern from one of the infantry regiments will be assigned to the command, also a medical officer.

The company will be rationed for forty days, and will take charge of fifteen days' provisions for the troops of the Humboldt expedition under Major Lynde, seventh infantry; two sevenths of the meat ration will be bacon.

The necessary transportation and supplies will be provided from the depot.

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By order of Brevet Brigadier General A. S. Johnston:

F. J. PORTER,
Assistant Adjutant General.

13 *f*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 6, 1859.

MAJOR: The commanding general directs that on your return march you occupy some point or points near the crossing of Bear river, most suitable for you to keep the road under observation, and at the same time recruit your animals, and remain in that vicinity till you have only sufficient provisions to last you to this camp. He wishes you from those points to send, always under an officer, parties to patrol several days at a time the country most occupied, or likely to be occupied, by Indians. To enable you to perform this duty the amount of grain ordered to be collected at Bear river, of which I notified you in my letter of the 3d instant, has been increased, and fifteen days' provisions sent to you under charge of Lieutenant Ryan. I inclose a letter reporting a rumored massacre by Indians of an emigrant party on the California road, the circumstances of which you will inquire into, and, if the report be true, make every effort to arrest or punish the murderers.

In selecting camp ground on your return to this post, the commanding general wishes you to avoid, if possible, in every case camping in the immediate vicinity of any of the settlements, and to prevent members of the command lingering in or frequenting them.

I am, major, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Major ISAAC LYNDE,
Seventh Infantry, Commanding Humboldt Expedition.

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13 *g*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 6, 1859.

SIR: I am desired by the commanding general to furnish you the accompanying letter, reporting a rumor of Indians on the northern road to California having murdered a party of emigrants, and to instruct you in his name as follows:

You will proceed, as rapidly as the condition of your animals and regard for their future efficient service will permit, to Bear river, where you will inquire into the truth of this reported massacre, and the circumstances attending it, and arrest all you may find to have been engaged in the murder.

Your command and Major Lynde's are to remain on the California road; the latter near the crossing of Bear river, and yours west of it, as long as your provisions will hold out and permit you to return to this camp by the time they are consumed. You will, therefore, after making at Bear river all necessary inquiries, continue to the reported

scene of the massacre, giving protection to emigrants, arresting marauders, and recovering and restoring stolen property.

It is desirable to avoid bringing on unnecessarily hostilities with Indians; but if they should resist your demands for the restoration of property or the delivery of depredators, you will take both by force; and if met by any hostile demonstrations, or any depredations are committed while you are in that country, and it be possible to reach the offenders, or those engaged in committing the reported massacre, you will inflict upon them exemplary and decided punishment.

In selecting your camping places, while passing through the settlements, going and returning, the commanding general wishes you to avoid, if possible, in every case halting and camping in the vicinity of any of the towns, and to prevent members of your command lingering in or frequenting them.

You are desired to avail yourself of all proper occasions to communicate to these headquarters, and report all matters of interest.

I am, sir, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Second Lieutenant E. GAY,
Second Dragoons, Commanding Detachment.

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13 *h.*

BOX ELDER, U. T., *August* 15, 1859.

SIR: I have the honor to report that, having arrived yesterday within six miles of this place, I went into camp, and two hours afterwards had reliable information that a large body of Indians were encamped somewhere in the cañon leading from this valley to Cache valley. I was informed, at the same time, that within five or six days past they had stolen a number of animals from this and the adjoining settlements, and that they were the same party who had murdered and robbed an emigrant train on Sublett's Cut-off.

I immediately resolved to attack them. At ten o'clock, p. m., I broke up camp and moved quietly to this village. Here I left my wagons with a guard, and proceeded with a command of forty-two men, taking with me four pack-mules, with four days' rations, in order to be prepared, if necessary, to pursue them in the mountains. By two, a. m., I had everything prepared for the march, and having procured a guide who professed to know the Indian encampment, entered the cañon. After a rapid march of two hours the encampment was indicated by a number of ponies grazing, and in a moment afterwards by the Indians jumping up from their beds under the bushes and running up the mountain sides, which were here covered with undergrowth. I immediately formed my men and charged upon the main body of them. In this charge several of the enemy were killed and wounded. They then scattered and took position behind rocks, &c. Here they were charged and driven up precipices beyond the reach of men on horses. I then dismounted my men and kept up a fire at least an hour and a half,

which for an hour was briskly returned by the enemy; but he gradually ceased to fire. The precipitous nature of the ground rendering it utterly impossible to pursue him, I drove off his horses and returned to this place. The attack commenced just before the dawn, and continued until after sunrise.

I am satisfied that the encampment was selected with a view to defense; and for this purpose they probably could not have found a more advantageous place in the whole Wasatch range of mountains. (It is known as Devil's Gate cañon.) As soon as the Indians were discovered, my Mormon guide "slid" quietly from his horse, and was seen no more until my return, near this town, I overhauled him. He was unable to give any satisfactory reason for his desertion. I have since learned that he came into town during the action and reported "that we would never get out of that place." The horse he rode was one I had furnished him, and, strange to say, was found with an Indian on his back. The latter was shot, and the horse taken. If my guide had desired to lead me into a fatal ambuscade, he could not have taken me to a spot better adapted for the purpose.

The guide and many others estimated the Indian force at from 150 to 200 warriors; the number killed was about twenty, as near as we can calculate. I had no men killed, but four severely, though probably not mortally, and two slightly wounded. Nine of my horses were wounded. The number of horses taken was twenty, nearly half being American horses.

It is a source of great satisfaction to me to know that one of the horses captured proved to be one which the Indians had taken from the train on Sublett's Cut-off, at the time of the massacre of July. Probably more belonging to the same train would have been captured, had not the Indian animals stampeded during the action, which could not be prevented, owing to the small guard that could be spared from the company for the purpose of securing property.

I am much indebted to Lieutenant Ryan for his services on this occasion, which were performed with a masterly intrepidity and coolness during the whole action.

Assistant Surgeon J. Moore receives the heartfelt thanks of myself, as well as the soldiers under my command, for his immediate and kind attentions to the wounded, and his continual personal attendance since.

The company behaved nobly on this occasion. I have the honor to refer the general commanding to the list of wounded accompanying this report.

It is rumored to-day that 200 Bannack Indians arrived in Cache valley yesterday. These, with the number of Indians already there, will make probably about 500. A large emigration is near a point on Bear river, twenty miles from this (Cache) valley. I shall wait here long enough to care for my wounded and recruit my horses, when I shall proceed to Bear river, in order to prevent the Indians from interfering with emigration.

Very respectfully, your obedient servant,

E. GAY,

Second Lieut., Comp'y G, Second Dragoons, Com'g.

Major F. J. PORTER,

Assistant Adjutant General, Department of Utah.

BOX ELDER, U. T., *August* 13, 1859.

Company G, Second Dragoons.—List of men wounded in action with Indians, in Devil's cañon, near Box Elder, Utah Territory, on August 13, 1859:

First Sergeant Thomas J. Durnin, severely.
Corporal R. F. Cordua, severely.
Bugler Henry Wintertower, severely.
Private Jacob Eggersteat, slightly.
Private Samuel Smith, severely.
Private Michael Tiernay, severely.

E. GAY,
Second Lieut. Second Dragoons, Commanding Company.

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13 *i*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 14, 1859.

Special Orders, No. 71.]

1. A company of dragoons will be despatched from Camp Floyd to the vicinity of the California crossing of Bear river, where it will unite with the command under Lieutenant Gay, second dragoons, and establish a depot to operate from.

Two companies of infantry will, as soon as practicable, follow the company of dragoons to the same point.

These commands will be rationed for twenty days.

These companies will be employed, under the direction of the senior officer present, in protecting emigration and punishing depredators.

2. The commander of the Humboldt expedition will, on arrival at the depot, or vicinity, take command, and, with his present command, continue to carry out the objects of the expedition as conveyed in special instructions.

3. Subsistence, to last to the 20th October, for Major Lynde's present command, Lieutenant Gay's company, and the companies mentioned in this order, will be sent to the depot in the contractor's trains.

4. The appropriate staff departments will provide the necessary supplies and transportation.

As government transportation at command is very limited, transportation for the companies will be restricted to absolute wants. The contractor's train will carry additional articles if needed.

5. After permitting the quartermaster's animals now with him to recruit for a few days, Major Lynde will send to the depot all transportation not required to bring all his command to this camp at the time their supplies are expended.

By order of Brevet Brigadier General A. S. Johnston.

F. J. PORTER,
Assistant Adjutant General.

13 *j*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 15, 1859.

SIR: In addition to previous instructions, somewhat modified by Special Orders No. 71, accompanying, the commanding general orders you as follows:

1. That while in the Indian country the troops be kept well in hand, and small detachments be not lightly risked.

2. To be cautious in attacking parties, lest they should prove to be unoffending Indians; but to punish, if they merit it, to the full extent of your power, all offenders who may array themselves against peace and the traveling community.

3. If the Indians sue for peace, demand the surrender of the parties engaged in late marauding, and the outrages on Bear river last spring, and the restoration of all property in their possession belonging to others than themselves.

4. Insist that travelers through their country shall not be molested, and impress upon the Indians that all offenses against travelers and the settlements will be punished even to the extermination of their tribes if necessary.

I am, sir, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

OFFICER COMMANDING BEAR RIVER EXPEDITION,
Cache Valley, Utah Territory.

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14. *General Johnston to General Scott.*

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., November 2, 1859.

COLONEL: I have the honor to transmit Major Lynde's report of his march from this post to near the sink of the Humboldt river, whither he had been ordered to escort a party of emigrants from this Territory, and to give protection to the emigrants generally on the route. It also embraces a report of his operations, with additional force, in the region between Bear and Snake rivers, in Washington Territory.

The troops under his command, consisting of three companies of dragoons and three of infantry, were kept actively employed during a part of August, September, and October, in scouting on the emigrant route, and, I do not doubt, vigilantly and faithfully exerted themselves to punish depredators.

I have ascertained that three parties were robbed, and ten or twelve of their members, comprising men, women, and children, murdered. One of these parties was plundered before, and two subsequent to the arrival of the troops. The perpetrators of the robbery of the first party were severely chastised by a detachment of dragoons, under the command of Lieutenant Gay. The troops failed to discover the robbers

of the last two parties that were attacked. They are supposed to be vagabonds from the Shoshonee or Snake and Bannack Indians, whose chiefs deny any complicity with these predatory bands.

There is abundant evidence to prove that these robber bands are accompanied by white men, and probably instigated and led by them. On that account I am inclined to believe the disclaimer of the Indians referred to, of having any knowledge of the robberies or any share in the plunder. It is more than probable that these bands are composed of vicious tools in the hands of worse white men. Notwithstanding the number of persons engaged in depredating upon the emigrants is insignificant, yet, from the facilities afforded in an open, mountainous country of watching the movements of the troops employed for their protection, frequent opportunities are afforded for making attacks without risking an encounter with any portion of the troops, and, after having perpetrated a robbery, by scattering in retreat, successfully elude both search and pursuit. The facility for committing these depredations lies in the circumstances mentioned, and in the straggling, unarmed, and helpless condition of the emigrants, (if provided with arms they are frequently too lazy and reckless to carry them,) which renders them an easy prey to a contemptible enemy. There are some who are always ready for an emergency; but these form the exception. It is, therefore, in my opinion, impracticable to protect travelers, with their flocks and herds scattered over so extensive a route, by moving columns, and it indicates the necessity of having fixed points on these routes, from which troops may act during the season of travel. I would, therefore, respectfully suggest a method by which protection can be assured to the thousands of emigrants, and their tens of thousands of horses, cattle, and sheep, which annually make the great overland journey to the States of California and Oregon, and Washington Territory.

I purpose to effect this object by establishing temporarily, that is, during the summer and fall months, a force of infantry and cavalry on the Port Neuf, (near the junction of the Soda springs and Lander's road,) and another detachment similarly composed, on Goose creek, near the Goose Creek mountains, with orders to scout the country bordering the emigrant roads south of Snake river, and to furnish at Beaver creek, on Lander's road, an escort every five days, commencing the 25th of June, for parties who may desire protection. This escort will be taken from the detachment on the Port Neuf, and relieved at Raft river by another from Goose creek, which will accompany the emigrants to the Humboldt, beyond which, if circumstances require, they can be conducted to a point of safety.

To give protection to the emigration which may branch off at Raft river for Oregon, I design only to patrol as far as the Salmon Falls of Snake river the road to Oregon, as it will be impracticable to send frequent escorts, on account of the scarcity of grass and water, and to relieve the settlers in the northern part of this Territory from the demands and importunities of the Indians, who rely upon them to supply their wants and to provide a market for their spoils taken from the emigrants. I shall place a force in the vicinity of the crossing of Bear river. I purpose also to employ a portion of the garrison at Fort *Bridger on the* emigrant road from Green river to Beaver creek.

Should any party of emigrants not wish to encounter the delay consequent upon such an arrangement, it is earnestly recommended that they should so organize themselves for protection—say in parties of at least fifty armed men—as to be secure against any attack. To carry out these views, the coöperation of the Department of the Interior will be required. It will be necessary for the department to appoint agents for the Shoshonee and Bannack tribes before the commencement of the emigrating season. (I understand they have no agents at present.) These agents should reside with, watch over, and advise their respective tribes, and be instructed to warn the Indians to keep away from the roads or their vicinity; and that, if met by the troops, they will be attacked, as it will be impossible to discriminate between the friendly and hostile Indians on the routes. There can only be the presumption of guilt, if they go there. It will not be possible to detect the offenders, if those tribes are allowed to resort to the roads during the season of emigration. This restriction is absolutely necessary, to avoid involving the government in a general war with the mountain tribes. The agents should be instructed also to forbid any traders from going on or establishing themselves on any part of the route west of the South Pass, as it is wholly through Indian country, and many of these men are supposed to be instigators, if not participants, in the robberies perpetrated on the route. To give effect to this, notice should be published in the local newspapers.

The department of Utah ought to be extended to include the portion of Washington Territory south of the forty-fourth parallel of latitude, to bring those tribes under the control of the commander of the department of Utah, and to prevent, under existing orders, embarrassing complications.

I beg leave also to suggest, in furtherance of the execution of this plan, that the commander of the department of Oregon should be instructed to place, for the summer, a force at or near Fort Boisé, to patrol, as far as practicable, towards Salmon falls, in coöperation with the force of this department, for the protection of that part of the emigration which will diverge towards Oregon from the main route near Fort Hall.

I also inclose copies of letters from Mr. F. W. Lander, superintendent of the South Pass wagon road expedition, and Dr. J. Forney, superintendent of Indian affairs for this Territory, relating to the Indian disturbances of the past summer.

With great respect, your obedient servant,

A. S. JOHNSTON,

Colonel Second Cavalry and Bvt. Brig. Gen., U. S. Army.

Lieut. Col. LORENZO THOMAS, *Asst. Adj. Gen.,*

Headquarters of the Army, New York City, N. Y.

14 *a*.

CAMP ON WEST BRANCH OF RAFT RIVER,
15 *miles from City Rock, August* 16, 1859.

SIR: I have the honor to transmit to you the following important information regarding a transaction of which you have already probably received some intelligence.

An Indian lad, named No-e-no-kook, in English, "The Boy that Runs Fast," about fourteen years of age, belonging to Pocatara's band of Western Snakes, came into my camp to-day, accompanied by two other Indians of the same tribe, and informed me of the massacre of a small party of emigrants, about twenty miles east of the junction of the Fort Hall and Hedspeth roads, on the west branch of Raft river.

The attacking party consisted of about thirty warriors, of the Salt Lake or Southern Snake Indians, under the direction of a chief named Jag-e-ah, or, in English, "The Man who Carries the Arrows." This chief was the leader in the massacre. Two other principal men were present—one named Sow-wich, which, translated, means, nearer than anything else, "The Steam from a Cow's Belly;" and another, called Ah-gutch, or "The Salmon." There were other Indians present, whose names are Jah-win-poah, or "The Water Goes in the Path;" Jag-en-up, or "The Mist after the Rain;" and Wah-me-tuh-mah, which hardly bears translation.

Four white men were killed, one man and one woman wounded. After the massacre, the Indian party divided, a portion crossing the mountain towards the Humboldt, but the larger number and the two chiefs going back with the stolen property towards Salt Lake City. They are now said to be either at Rush valley, a favorite haunt of theirs, in the Mormon settlements, or nearer the city. The boy brought to camp a blanket taken from the emigrants during the massacre, and which was given him by one of the murderers. He is much frightened, having been present during my treaty last season with Pocatara's band. His idea was to come in and give up the blanket and all he knew of the matter. He assures me that none of Pocatara's band were engaged in the affair, which I have little reason to doubt, as they have several times passed small parties of unarmed men, having valuable mules and horses in their possession, through their country since the treaty of last year.

I find it impossible to induce the boy to accompany the bearer, Thomas Lavitto, my interpreter, to the city. He is more afraid of the Indians than the white men. I do not like to use force, as it might prevent another disclosure of crime by destroying the trust of the Indians of this vicinity in the propriety of making such facts known. I send, therefore, the blanket and the uncle of the boy, who is in possession of the facts, and can point out the Indians designated. Mr. Lavitto is also perfectly conversant with all the facts in this case as related by the boy.

The boy met some of the murderers near Rush valley on their return from the fight, and they then told him they had stolen thirty cattle and a number of mules. Three lodges of this same tribe, or

Pay-e-ah's band of Mormon Snakes, have been on the new road *via* Salt River valley the present season on their way to Buffalo with the party of Ti-wan-doah or "Old Snag." They stole five horses from emigrants, two of which were recovered. "Snag" can point out the Indians who stole these horses, and should be made to do so on their return home.

Jen-too and other leading Indians of the Snake and Pannah tribes desire these difficulties ended, and will give all the aid in their power to accomplish such a result. This can hardly take place, however, until some of the worst of the Indians are punished. The Pannahs are now quiet. I have met about forty lodges. The Kamass Prairie and Fort Boisé Pannahs have refused to come into the payment, being afraid of the troops, but have sent back three horses stolen from the whites.

I recommend to your notice Thomas Lavitto, who has accompanied me amongst the Indians when it was impossible for me to obtain another interpreter, and when my party had been deserted by every other mountaineer from apprehensions of Indian troubles. Lavitto rides express to bring the intelligence I transmit, and, from the nature of it, will encounter much risk, not only now, but hereafter. It is my opinion that these marauding bands are stimulated by inhabitants of Utah Territory to steal cattle, horses, and mules for their (the whites) benefit; all my observations of the last and present season favor this supposition, and I have no doubt that the stolen property of this last massacre will be found in such hands as to fully justify the observation.

I have the honor to request that this letter may be laid before Governor Cumming, and General Johnston, of the Utah army, and that a copy of it be transmitted to the honorable Secretary of the Interior.

Very respectfully, your obedient servant,

F. W. LANDER,
Superintendent, &c.

Mr. FORNEY, *Superintendent of Indian Affairs,*
Salt Lake City, Utah Territory.

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14 *b.*

CAMP ON BEAR RIVER,
Utah Territory, August 17, 1859.

MAJOR: I have the honor to report that I encamped at this place on the evening of the 15th. Soon after camping I ascertained that an Indian was at the ferry inquiring which road I intended to take. A soldier, sent to the ferry to procure a guide, brought the Indian into camp after dark. After considerable talk with him I felt certain that the Indians (who were engaged in the massacre of July) were encamped in Malad valley, and that he was the principal chief of the party. Instead of going to Cache valley as I had intended, I sent, on the morning of the 16th, a non-commissioned officer and eight men to the hill overlooking the valley with directions to examine it well with a glass.

The party returned that evening and reported that nothing could be seen of Indians although they had examined as directed and gone several miles further into the valley. Some traders passed my camp about dark and stated that fifteen lodges of Indians were encamped about twenty miles from this place on a creek running into Malad river. I left camp with forty men the next morning, the 17th, at one o'clock, and proceeded to the position indicated, arriving at dawn of day. The Indians had moved from that position, and we continued on five miles further up the valley, when rounding a sput of the mountain we discovered the Indians about a mile and a half from us, to our right, well up the mountain slope, with their animals all packed and on the move through a gorge or cañon. The position being inaccessible to horsemen, I thought to entice them down into better ground, and retired about a quarter of a mile.

This movement brought down twenty-five warriors on their horses to within about six hundred yards of us, where they commenced firing and yelling. I continued on, leading my horses, to a level spot about one hundred yards further, and halted, with the expectation that they might be drawn further on, when I could overtake them before they could get into the mountains. To give them still greater confidence, I had the horses unbridled and grazed. This was unavailing however, and I sent forward twenty dismounted men as skirmishers, who drove them back into the hills. These men were then directed to withdraw, in order if possible to get them within range of our arms. It was impossible, however, they keeping six hundred or seven hundred yards from us. The firing on both sides was kept up about three quarters of an hour without any damage on either side, with the exception of an Indian and Indian horse wounded by chance shots. The Indians finally withdrew into the mountains, and having no provisions, I considered a chase to be useless. I grazed my animals on an old wheat field, and returned to this camp, arriving at one o'clock, p. m., to-day, making a march of fifty miles in twelve hours. The Indians must have known of my coming a long time before my arrival, which can only be attributed to their friends among the whites in this part of the Territory.

The Indian who came into my camp proves to be "Pocatillo." I have him in irons. He is said by traders and others to be about the worst Indian in this country, and I am satisfied that he, with an Indian called "Sam Pitch," were leading Indians in the massacre. As soon as my horses are rested (say to-morrow night) I shall take provisions with pack mules, and with the arrangements I have made hope to be successful in surprising these Indians.

I am, sir, respectfully, your obedient servant,

E. GAY,
Second Lieut. Second Dragoons, Commanding.

Major F. J. PORTER,
Assistant Adjt. Gen. Department of Utah.

14 *c*.

HEADQUARTERS BEAR RIVER EXPEDITION,
Camp near the Ford of Bear River, August 20, 1859.

SIR: I have the honor to report that I arrived at this place yesterday, and assumed command of the Bear river expedition to-day.

The horses and mules of the Humboldt expedition are in as good condition as when we left Camp Floyd, and we have had but two mules died and four taken by deserters since we left Bear river. I shall send the surplus teams to Camp Floyd in a few days.

As I consider the protection of the emigration of the first importance, I shall send a company of infantry and a company of dragoons to the northern roads leading near Fort Hall, to protect those roads until the emigration is mostly past. The emigration by that route is very great, and the last known of the hostile Indians they were going in that direction. I shall employ the remainder of the force under my command in scouting in this vicinity.

I met Mr. Shepherd's train which was attacked by the Indians, and obtained his statement of this affair. They were attacked in Hedspeth's cut-off, in the day time, while in a cañon, and were fired upon from the rocks and bushes on each side of the cañon while halted to attend to a sick horse. Four men were immediately killed and one mortally wounded, who had died before I saw them. They were entirely unprepared for the attack, and such of the survivors as could get off fled to a train in the rear. One woman was shamefully abused and beaten and her leg broken, and a small child was thrown into the air and suffered to fall upon the ground, by which its leg was broken. The woman and child were recovering when I saw them. The train was robbed of about thirty-five horses and mules, and all property they could carry off, two gold watches, one silver watch, and about one thousand dollars in money. The report in circulation that two Indians were killed by the emigrants is utterly false.

The Indians upon the Humboldt river and on the roads that we have traveled appeared perfectly friendly. The mail from Great Salt Lake City to Box Elder and Brigham City is not to be trusted, as many letters sent to persons of this command by that mail have not been received.

Very respectfully, your obedient servant,

I. LYNDE,
Major Seventh Infantry.

Major F. J. PORTER, *Ass't Adjt. Gen.*,
Headquarters Dept. of Utah, Camp Floyd, U. T.

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14 *d*.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., August 26, 1859.

MAJOR: I have the honor to acknowledge the receipt of your communication of the 20th instant, with the accompanying papers.

Inclosed you will find a communication from Mr. Lander, giving important information regarding some of the Indians connected with the late massacre of emigrants. The general directs that the most prompt and vigorous measures be taken to apprehend these individuals and punish any bands that are known to have been in any way connected with the late hostilities. As the emigration will probably cease in about two weeks, it will be apparent to you that the utmost expedition consistent with success is desirable. Should the Indians mentioned by Mr. Lander be apprehended they will be put in irons and held by you until further orders. Lieutenant Gay's report was received yesterday.

I am, major, very respectfully, your obedient servant,

LAWRENCE WILLIAMS,
Aid-de-Camp.

Major ISAAC LYNDE,
Commanding Bear River Expedition.

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14 *e.*

HEADQUARTERS BEAR RIVER EXPEDITION,
Camp on Bear River, U. T., August 26, 1859.

SIR: I have the honor to report that Captain Neil, fifth infantry, with his command, joined me yesterday.

We have heard nothing of the hostile Indians since we came here; they have gone to the mountains. I think it very desirable to communicate with those who were not engaged in the massacre, as I think they may be induced to deliver up the murderers; but it will be a difficult matter to do, as they are very much afraid of the military. Lieutenant Gay confined "Pocatillo," a chief of a small band, and he is still in confinement here, but I am satisfied he was not engaged in the murders. I think I shall release him on his promise to bring in some of the old men of the nation to have a talk. I think there is great danger in attacking them of meeting those who are not implicated in the murders. At present the feeling of hostility against the whites is confined to a very small portion of the tribes; but, if such a mistake should occur, it would bring the whole Snake nation, if not others, upon us.

Captain Wallen came here last night, and applied for transportation for his supplies to his camp, as the oxen of his train have become so foot-sore that they can go no further. I shall supply him with wagons, which will be gone from this camp ten or twelve days; when they return I shall send them to Camp Floyd. I send some nineteen teams to Camp Floyd to-day.

Captain McLaws, seventh infantry, with his company, and company G, second dragoons, left this camp for the northern California roads on the 22d instant, rationed for twenty days.

Very respectfully, your obedient servant,

I. LYNDE,
Major Seventh Infantry, Commanding.

Major F. J. PORTER, *Assistant Adjutant General,*
Headquarters Department of Utah, Camp Floyd, U. T.

AUGUST 27.

The Indians attacked a train on "Hedspeth's cut-off" on the 20th instant, killing one man and wounding three others; one of the wounded men, with a leg and arm broken, is near here. The train was burned and some fifty cattle driven off.

I. L.

14*f*.

HEADQUARTERS BEAR RIVER EXPEDITION,
Camp on Bear River, U. T., September 10, 1859.

SIR: I have the honor to report that I have directed the remainder of the surplus teams to be sent to Camp Floyd, and they will leave this camp to-morrow.

Lieutenant Livingston, second dragoons, on his return from Captain Wallen's camp, found on Raft river a party of emigrants, consisting of six men, two women, and three children, whose train had been attacked by Indians about twenty-five miles west of Fort Hall, on Lander's road. Lieutenant Livingston sent a small party back to the place where the train was attacked, and found five men "killed," and that one woman and two children were missing. These persons are now here, and are perfectly destitute. I send them down by the train, and recommend them to the kindness of the commanding general and the officers at the post.

Every effort has been made by this command to reach these Indians, but without success. Captain McLaws and two companies were within twenty-five miles of the place of this attack, and at the same time, yet in a scout of twenty days he did not see an Indian. I am convinced that there are no Indians in this vicinity, and I have determined that I will leave a guard here, and with the remainder of this command proceed to Fort Hall, and by sending out a number of parties in different directions at the same time, make another effort to reach these rascals. I am convinced it is of no use to follow them, unless a number of parties act in concert; they keep their spies on the mountains and can thus avoid the troops. I shall be prepared to be absent from this camp for thirty days if I find it necessary.

The Indian that I had in confinement here escaped from the guard the night after I wrote last. I have not been able to communicate with the Indians at all. He told my interpreter that if I released him he would not come back.

I am, major, very respectfully, your obedient servant,

I. LYNDE,
Major Seventh Infantry.

Major F. J. PORTER,
Assistant Adjutant General, U. S. A., Camp Floyd, U. T.

14 *g*.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, September 22, 1859.

SIR: Your letter of the 24th instant, asking for certain information in relation to recent depredations by Indians on the northern California road, is received.

The Indians who attacked the first emigrant party on Sublett's cut-off, were evidently Bannack and Shoshonees, the former belonging to Oregon, and the latter to the three bands of Shoshonees, usually roaming from Willow creek and Box Elder county through the northern part of the Territory. I was informed that from fifteen to twenty of each composed said party. A portion, or probably all the Shoshonees, returned to Box Elder some days subsequent to the depredation with some of the *property* supposed to belong to said emigrant party, such as mules, cattle, watches, bedquilts, &c. The settlers purchased none of the property from the Indians, although offered at very low prices. All the Indians in and about Box Elder left a day or two previous to my arrival there; they went north through Cache valley. I received the above information in Box Elder.

A few days since two persons made deposition on oath, and left it with me, stating that they belonged to a train which was attacked by Indians on Sublett's cut-off, and that one man was killed and one badly wounded, and two others slightly; these men are now at Camp Floyd. I am not in possession of any facts of depredations on "Lander's road." I sent for "Little Soldier," a friendly Indian, and really among if not the most reliable of all the Shoshonee chiefs, immediately after my return from Ruby valley. "Little Soldier" assures me that all the good Indians, comprising the band in the northern part of the Territory, have really left there. Some have gone to chief Washakee's camp, and some to other parts, in pursuance of my advice. He also assures me that the chiefs of those northern bands have discarded all the bad Indians who assisted in the depredations, and themselves also left the country.

"Little Soldier" further says, that none but the bad Indians are now on those northern roads.

I will get all the information about those northern Indians that it is in my power to do, and will communicate to you any facts that may aid in the apprehension of those bad Indians.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs, U. T.

Major F. J. PORTER,
Asst. Adjt. General, Department of Utah, Camp Floyd, U. T.

14 *h*.

CAMP FLOYD, UTAH TERRITORY,
October 24, 1859.

SIR: Having performed the duties assigned to me by Special Orders No. 142, from the headquarters of this post, dated May 30, 1859, and instructions from the headquarters of this department, dated June 5, 1859; also Special Order No. 71, dated August 14, 1859, and instructions dated August 15, 1859, both from the headquarters of this department, I have the honor to submit the following report:

I left this camp on the 12th of June, 1859, with D company, seventh infantry, and B company, second dragoons, with rations for ninety days, for the purpose of protecting emigration on the northern route to California.

Eight wagons, with ox teams, left the vicinity of this camp under my protection, which caused my progress to be slow at first. These emigrants avowed themselves to be seceders from the Mormon faith, and stated that they had reason to fear molestation from the Mormons, and for that reason they sought the protection of the troops. I reached Brigham City, the extreme northern settlement on Great Salt Lake, on the 18th of June. The distance from Camp Floyd to this point is one hundred and thirteen miles. That part of the valley of Great Salt Lake, north of Great Salt Lake City, is much better than south of that city, the crops looking much better, and vegetation being at least three weeks earlier than in Cedar valley. Being informed at Brigham City that Bear river was so high that it could not be forded, I proceeded to the ferry on Bear river, which is about ten miles below the usual fording place. On reaching that point I found the river very high and difficult to cross, on account of the miry nature of the banks. I crossed my train by the ferry-boat, but, in doing so, had four mules drowned by the breaking of the ferry-boat. To this point I found very little grass for the horses and mules, as nearly all the land producing grass is fenced in by the inhabitants. From this point to the City of Rocks, a distance of about one hundred miles, the road passes over a hilly country, with plenty of grass and good water, with but little fuel except sage. Here the great emigrant roads passing north of Utah join the northern route from Great Salt Lake to California. We have met a few small parties traveling from California to the States east.

At about twelve miles from this point reached the foot of Goose Creek mountains. The ascent to the summit of the mountain on the east side is very gradual, but the descent on the western side is abrubt, and the hills very steep. At the foot of these mountains on the west side is Goose creek, a beautiful stream of clear, good water, with a valley about half a mile wide, covered with a fine growth of grass.

The road followed the creek for about eighteen miles, when it leaves that valley, and passing through Rock Spring valley and Thousand Spring valley, it crosses the headwaters of the Humboldt river, passing over an abrupt divide at the head of Thousand Spring valley. From Goose creek to the headwaters of the Humboldt river, a distance of

about eighty miles, the grass is scarce, yet, by driving stock from one to three miles from the road, a sufficient quantity can be obtained. Water tolerably good, and in sufficient quantities. On reaching the head of Humboldt river, I found the stream was so high that I could not travel by the usually traveled road, which passes down the north side of the stream and near its banks. I had to take the road on the south side, which runs along the base of a chain of mountains, which I found very rough and hilly; but the road was tolerably good as far as the south fork of the Humboldt river, a distance of about seventy miles. The valley of the Humboldt river to this point is from twelve to fifteen miles wide, and much of it covered with excellent grass; and the sides of the mountains, for considerable distance from their bases, are covered with a fine growth of bunch grass. The road crosses a great number of small streams of the purest water, which come from the snow-capped mountains and which run into the Humboldt river. At this point the mountains close in upon the river, and the road passes over a mountainous country, and does not again touch the valley of the Humboldt for a distance of about fifty miles, near Gravelly Ford. This distance is over some of the worst hills and worst road I ever saw.

Reached Gravelly Ford on the 12th of July. At this point, the road by which the mail from Great Salt Lake City to California is carried, intersects the road that I have been traveling, and here I found a mail station. Here the musquitoes and flies became very troublesome to the men and animals, and the water very much impregnated with alkali.

Left Gravelly Ford on the 14th of July, and at 22½ miles distance encamped at the second mail station on the river. At this point the medical officer of the expedition reported that a private of the second dragoons was so sick that it would endanger his life to move him, and that it was very uncertain how long it would be necessary for him to rest. I therefore took fifty men (twenty-five from each company) and three officers, leaving the remainder of the command under Captain L. McLaws, seventh infantry. I proceeded down the river a distance of ninety-six miles. The greater part of this distance, the valley, which does not average more than three-fourths of a mile in width, was covered with water, and deep sloughs, running parallel to the river, render it impossible to reach the main stream, except at long intervals. The water in these sloughs was so much impregnated with alkali as to render it dangerous for the animals to drink it, and the musquitoes and flies worse than I ever saw them before. The persons at the mail station reported that no Indians were in the valley, and I had seen none since leaving Gravelly Ford, except a few individuals employed about the mail stations. Believing that it was useless for me to proceed further, I determined to return.

The distance from Camp Floyd to this point is 584 miles. From this point to the sink of the Humboldt is about eighty miles, as near as I could judge from the best information I could obtain. I arrived at this point on the 19th of July, and commenced my return march the next day. The valley of the Humboldt, below Gravelly ford, is narrow, and all vegetation is confined to that immediate valley. The *hills* and mountains are perfectly barren. There is no timber in the

whole valley, or on the mountains in sight of the valley of the Humboldt. Near the point where I crossed the south fork there is some cedar that would do for fuel, and in two or three other places there is a little dwarf cedar. The banks of the stream are fringed with willow nearly its whole length. I rejoined Captain McLaws nine miles east of Gravelly Ford, on the north side of the river, where he had moved for a better camp on the 26th of July, and on the 29th started from that point to return by the north side of the river, as the water had fallen sufficiently to enable me to travel on that side. Sixty-five miles above Gravelly Ford, at the north fork of Humboldt, I saw fifteen Shoshanee Indians, and talked with them. They professed to be friendly to the whites, and the emigrants on the road were not troubled by them. All the Indians in this part of the country are miserably poor, nearly naked, and subsisting on squirrels and rats that they dig from the ground, they beg from the emigrants the cattle that die of disease and eat them. We are now meeting great numbers of emigrants going west, and many of them are very destitute. I relieved many of them by issuing provisions to them. I reached the head of the Humboldt on the 3d of August, and found that the distance from Gravelly Ford to this point was much less by the north side than by the south side, and the road excellent all the way, with the finest grass and plenty of willow for fuel, and the water very good. In the Thousand Spring valley I met Mr. Shepherd's train of emigrants, who had been attacked by Indians, or men painted and dressed as Indians, on Hedspeth's cut-off, and three men killed, and one man, one woman, and one child wounded; the wounded man afterwards died. Their wagons were burned, and their stock and other property carried off. These people state that they recognized at least three white men, painted and dressed as Indians, in the attacking party, and that those white men appeared to be the leading men of the party. During the season of emigration many persons located themselves along the different roads with a few goods for the avowed purpose of trading with the emigrants, but, in fact, I believe, for the purpose of inciting the Indians to plunder the trains, and assisting them in these outrages. They are then enabled to purchase for a trifle the Indian's share of the spoil. This practice, I think, should be stopped.

On the 19th of August I reached the ford of Bear river, where I found orders to establish a depot at or near that point, from which to operate against the Indians for the protection of emigration. Here I found Second Lieutenant E. Gay, second dragoons, in command of G company, second dragoons. On the same day, First Lieutenant G. A. Gordon, with company E, second dragoons, joined, at the ford of Bear river.

On the 20th of August I assumed command of the "Bear River expedition," and attached the "Humboldt expedition" to that expedition, and established the depot about one mile from the ford of Bear river.

On the 21st I detached two companies, (D, seventh infantry, and G, second dragoons,) under the command of Captain L. McLaws, seventh infantry, in the direction of Fort Hall, Oregon Territory, to patrol the different emigrant roads in that direction. After Captain McLaws

left, a trader came to my camp with the information that another train had been attacked by Indians, and one man killed and one man wounded. The wounded man was brought to my camp, with one leg and one arm broken by gun-shots.

On the 25th August, Captain T. H. Neill, fifth infantry, with company C, fifth infantry, and company B, tenth infantry, joined my command at the depot near Bear river. From this time scouts were kept constantly moving through Cache valley, in the cañons in the vicinity, and on the different emigrant roads, and the country thoroughly examined as far as Bear River lake east, Fort Hall north, and Raft creek west, yet no traces of Indians could be discovered.

Another train was attacked on Lander's road, about eighteen miles west of Fort Hall, and four men, one woman, and three children killed, and this when two companies of troops were within twenty-five miles of them. These depredations were committed by a small band of Snake Indians, that are known as the Box Elder Indians, who frequent the northern Mormon settlements and usually winter there. The country which they inhabit is so broken up by mountains with narrow valleys between them, with passes leading among them which no white man in the country knows anything of, that the Indians are enabled to evade the troops and to pounce upon any train on the road which is imprudent enough to travel without being prepared to defend themselves. Every train that has been attacked acknowledge that they were perfectly unprepared for defense. The Indians watch the trains from the hills, and if they see a train well armed and watchful, they do not molest them. I have seen many trains on the road during the summer, who had plenty of arms; but they carried them in their wagons, and in many cases without being loaded. They would laugh at me when I told them of the necessity of always having their arms ready for instant use. The emigration has been extremely numerous during the past summer. I have met as many as 300 wagons per day, which would average four persons to a wagon, and with at least 7,000 head of stock. I could form no accurate estimate of the whole number.

The only effectual means of protection for the emigration that I can suggest is, to establish two camps during the season of emigration and furnish escorts of one company or more, say twice a month. By establishing a camp of four companies at Goose creek, and one of four companies near Fort Hall, both of which points have the facilities of good fuel, water, and grass for such camps, an escort could be sent from the camp near Fort Hall, of one company, to leave the vicinity of the South Pass on the 1st and 15th of each month, to be met by a similar escort from the camp on Goose creek, near Raft creek, and to escort the trains to the Humboldt river. The Indians will not attack a train so escorted.

Very respectfully, your obedient servant,

I. LYNDE,
Major Seventh Infantry.

Major F. J. PORTER, *Assistant Adjutant General,*
Headquarters Department of Utah, Camp Floyd, U. T.

B.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, April 24, 1860.

SIR: In response to the resolution of the Senate of the 19th ultimo, calling upon the President to "furnish all the correspondence and facts, with such information as may be in the possession of any branch or department of the government, tending to exhibit the circumstances and particulars of the 'Mountain Meadow' massacre in August, 1857, or any subsequent massacre in Utah Territory," &c., which was referred by you to this office, I have the honor herewith to send up copies of all papers touching said matters on file here, and copies of all letters emanating from this office upon the subjects, which contain all the information in possession of this branch of the government.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Hon. J. THOMPSON,
Secretary of the Interior.

List of papers from the office of the Commissioner of Indian Affairs, relating to the "Mountain Meadow" massacre in 1857.

1. Letter from Acting Commissioner C. E. Mix, bearing date of 20th February, 1858, to Hon. W. K. Sebastian.
2. Letter from W. C. Mitchell to Hon. W. K. Sebastian, dated December 31, 1857.
3. Letter from Acting Commissioner Charles E. Mix, dated March 4, 1858, to J. Forney, Superintendent of Indian Affairs, Utah Territory.
4. Letter from Acting Commissioner C. E. Mix, dated March 4, 1858, to Thomas J. Henley, Superintendent of Indian Affairs, California.
5. Letter from J. Forney, superintendent, &c., to C. E. Mix, Esq., dated June 22, 1858, Great Salt Lake City.
6. Letter from Acting Commissioner C. E. Mix, dated June 8, 1858, to Hon. W. K. Sebastian, United States Senate.
7. Letter from Acting Commissioner C. E. Mix, dated August 3, 1858, to Hon. W. K. Sebastian, Arkansas.
8. Letter from W. K. Sebastian to Commissioner C. E. Mix, dated August 12, 1858.
9. Letter from Commissioner C. E. Mix to Hon. W. K. Sebastian, dated September 1, 1858.
10. Letter from Hon. W. K. Sebastian to Commissioner C. E. Mix, dated September 11, 1858.
11. Letter from Hon. W. K. Sebastian to Commissioner Denver, January 21, 1859.

12. Letter from J. Forney to Commissioner Denver, dated January 28, 1859.
13. Letter from J. Forney to Commissioner Denver, dated January 28, 1859.
14. Letter from Hon. W. K. Sebastian to Commissioner Denver, February 23, 1859.
15. Letter from Commissioner Denver to Hon. W. K. Sebastian, February 24, 1859.
16. Letter from Commissioner Denver to Jacob Forney, superintendent, &c., March 3, 1859.
17. Letter, without signature, headed Great Salt Lake City, dated March 4, 1859, to Commissioner Denver.
18. Letter from J. W. Denver, commissioner, to Michael Delany, Esq., March 4, 1859.
19. Letter from J. Forney to Commissioner Denver, dated March 18, 1859.
20. Letter from Wm. H. Russell to Acting Commissioner C. E. Mix, March 19, 1859.
21. Letter from Wm. H. Russell to Dr. J. Hobbs, general agent, &c., March 19, 1859.
22. Letter from Acting Commissioner C. E. Mix to Michael Delany, Esq., March 19, 1859.
23. Letter from Acting Commissioner C. E. Mix to Jacob Forney, superintendent, &c., March 31, 1859.
24. Letter from Acting Commissioner C. E. Mix to his Excellency Governor A. Cumming, March 31, 1859.
25. Letter from Charles E. Mix, Esq., commissioner *ad interim*, to J. Forney, April 7, 1859.
26. Letter from J. Forney to Commissioner C. E. Mix, May 4, 1859.
27. Letter from J. Forney to Commissioner C. E. Mix, May 18, 1859.
28. Letter from J. Forney to Commissioner C. E. Mix, May 30, 1859.
29. Letter from Commissioner A. B. Greenwood to J. Forney, June 7, 1859.
30. Letter from J. Forney to honorable Commissioner of Indian Affairs, June 16, 1859.
31. Letter from J. Forney to honorable Commissioner of Indian Affairs, June 24, 1859.
32. Two letters bearing date June 27, 1859—one from J. Forney, and one from Alexander Wilson to honorable Commissioner of Indian Affairs.
33. Letter from J. Forney to honorable Commissioner of Indian Affairs, June 29, 1859.
34. Letter from Commissioner A. B. Greenwood to J. Forney, July 2, 1859.
35. Letter from Wm. C. Mitchell to Commissioner A. B. Greenwood, July 5, 1859.
36. Letter from J. Forney to Commissioner A. B. Greenwood, July 15, 1859, and a schedule of articles for the use of the children on journey to Leavenworth attached. Signed, Robert B. Jarvis, Indian agent.

37. Letter from J. Forney to Commissioner A. B. Greenwood, July 22, 1859, with an agreement attached signed Ann Eliza Worley, and one signed Hester E. Nash, Sally Squire, and Mrs. E. Mure.
38. Letter from Commissioner A. B. Greenwood to Wm. C. Mitchell, July 23, 1859.
39. Letter from Commissioner A. B. Greenwood to Messrs. Smoot, Russell & Co., July 23, 1859.
40. Letter from Commissioner A. B. Greenwood to William C. Mitchell, July 25, 1859.
41. Letter from Commissioner A. B. Greenwood to A. M. Robinson, July 25, 1859.
42. Letter from J. Forney to Commissioner Greenwood, July 25, 1859.
43. Letter from Commissioner A. B. Greenwood to Major D. P. Whiting, United States army, July 27, 1859.
44. Letter from Commissioner A. B. Greenwood to William C. Mitchell, July 27, 1859.
45. Letter from J. Forney to Commissioner A. B. Greenwood, July 28, 1859.
46. Letter from J. Forney to Commissioner A. B. Greenwood, August 10, 1859.
47. Letter from J. Forney to Commissioner A. B. Greenwood, August, 1859.
48. Letter from Commissioner A. B. Greenwood to William C. Mitchell, August 15, 1859.
49. Letter from D. R. Eckels to Secretary of the Interior, accompanying the testimony of James Lynch, dated August 18, 1859.
50. Letter from Stewart Van Vliet to General T. S. Jesup, Quartermaster General, August 25. [Blank year.]
51. Letter from William C. Mitchell to Commissioner A. B. Greenwood, August 25. [Blank year.]
52. Letter from Commissioner A. B. Greenwood to J. Forney, September 1, 1859.
53. Letter from Commissioner A. B. Greenwood to J. Forney, September 7, 1859.
54. Letter from J. Forney to Commissioner A. B. Greenwood, September 22, 1859.
55. Extract from Superintendent Forney's annual report. [Blank date.]
56. Letter from W. C. Mitchell to Commissioner Greenwood, October 4, 1859.
57 Letter from William C. Mitchell, October 4, 1859, to Commissioner Greenwood.
58. Letter from Acting Commissioner C. E. Mix to William C. Mitchell, October 6, 1859.
59. Letter from J. Forney to Commissioner A. B. Greenwood, November 2, 1850.
60. Telegraph from J. Forney to Commissioner A. B. Greenwood, November 30, 1859.
61. Telegraph from J. Forney to Commissioner A. B. Greenwood, December 2, 1859.

62. Letter from Garland Hurt to J. Forney, superintendent, &c., December 4, 1859.
63. Letter of Commissioner A. B. Greenwood to William C. Mitchell, December 7, 1859.
64. Telegraph from Commissioner A. B. Greenwood to Dr. J. Forney, December 10. [Blank year.]
65. Letter of Commissioner A. B. Greenwood to William C. Mitchell, December 12, 1859.
66. Letter from Commissioner A. B. Greenwood to Major John Henry, December 13, 1859.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, February 20, 1858.

SIR: In relation to the subject-matter of a letter written to you by William C. Mitchell, Esq., I have to state that instructions will be sent to the superintendent of Indian affairs of California to dispatch a special messenger to San Bernardino, to make every inquiry and effort to get the children and maintain them until the proper directions can be given by their friends. Similar directions will be sent to the superintendent of Utah.

The letter of Mr. Mitchell is herewith returned.

I have the honor to be, very respectfully, your obedient servant,

C. E. MIX,
Acting Commissioner.

Hon. WILLIAM K. SEBASTIAN,
United States Senate.

DUBUQUE, ARKANSAS, *December* 31, 1857.

SIR: Two of my sons were in the train that was massacred, on their way to California, three hundred miles beyond Salt Lake City, by the Indians and Mormons. There were one hundred and eighteen unmercifully butchered; the women and children were all killed with the exception of fifteen infants—one of —— sons, Charles, was married and had one son, which I expect was saved, and at this time is at San Bernardino, I believe in the limits of California. I could designate my grandson if I could see him. I expect you have seen an account of the conduct of the Mormons—Osborne Hide, a Mormon, took the children and conveyed them to San Bernardino. Now, Sebastian, if government intends to have the matter investigated, confer with the Senators and Representatives from California. From all accounts the President has not made a call sufficient to subdue them; the four regiments together with what regulars can be spared is too small a force to whip the Mormons and Indians, for rest assured that all the wild tribes will fight for Brigham Young. I am anxious to be in the crowd—I feel that I

must have satisfaction for the inhuman manner in which they have slain my children, together with two brothers-in-law and seventeen of their children. I see from the California paper, which —— have kindly sent me, that there have been a great many meetings asking the President to chastise the guilty. The whole train was from North Arkansas. Please write me upon the reception of this, if you have leisure, and inform me if government will use its exertions to obtain the several children. As you are chairman of Indian Affairs, I have taken the liberty of writing to you. Please show these few lines to all of our delegation.

I am, your friend, respectfully,

WM. C. MITCHELL.

Hon. WM. K. SEBASTIAN,
Washington City, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 4, 1858.

SIR: I herewith send you a copy of a letter, referred to this office by the honorable chairman of the Committee on Indian Affairs of the Senate, from William C. Mitchell, Esq., giving an account of the massacre of a train on its way to California, and three hundred miles beyond Salt Lake City, said to have been perpetrated by Indians and Mormons. Mr. Mitchell also states that fifteen infants were spared and taken to San Bernardino, by one Osborn Hide, a Mormon, among which number he hopes his grandson may be found.

I have written to the superintendent in California to send a special messenger to San Bernardino to make the necessary inquiry and effort to obtain the children, and have also to direct that you will instruct the several agents in the Territory of Utah to make all inquiry which may tend to discover these children, who may be in the possession and keeping of some of the Indians, and, if they can be discovered, to use every effort to get possession of them; if recovered, they must be maintained and taken care of until they can be turned over to their friends.

If anything is heard respecting them, you will at once make report of it to this office.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

JACOB FORNEY, Esq.,
Superintendent of Indian Affairs, U. T.

Care of the commandant of Fort Laramie. To be forwarded.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 4, 1858.

SIR: I herewith send you a copy of a letter, referred to this office by the honorable chairman of the Committee on Indian Affairs of the Senate, from William C. Mitchell, Esq., giving an account of the massacre of a train on its way to California, and three hundred miles beyond Salt Lake City, said to have been perpetrated by Indians and Mormons. Mr. Mitchell also states that fifteen infants were spared and taken to San Bernardino, by one Osborn Hide, a Mormon, among which number he supposes his grandson may be.

I have therefore to direct that you will immediately dispatch a special messenger to San Bernardino, one in whose discretion, integrity, and firmness you can place confidence, with instructions to make every inquiry which may lead to the discovery of the children, and to use every effort to get possession of them; and, if successful, they must be maintained and well taken care of until they can be turned over to their friends.

You will make compensation to the person employed, and defray his expenses out of any money in your hands, having an eye to rigid economy, and make a report to this office whenever you may be apprised of anything touching the premises.

Very respectfully, your obedient servant,
CHARLES E. MIX,
Acting Commissioner.

THOMAS J. HENLEY, Esq.,
Superintendent, &c., San Francisco, California.

GREAT SALT LAKE CITY,
June 22, 1858.

DEAR SIR: Your letter dated March 4, and mailed at Fort Laramie June 8, was received yesterday, with a letter inclosed, signed D. C. Mitchell.

It affords me great pleasure to inform you, and the friends of the children in question through you, that I learned to-day where the children are. In my inquiries about the children I met a gentleman who lives at or near the place where the massacre took place. This gentleman, Mr. Hamblin, has one of the children, and informs me that all the children (fifteen) in question are in his immediate neighborhood, in the care of whites. These unfortunate children were for some days among Indians; with considerable effort they were all recovered, bought and otherwise, from Indians.

I stated in my letter of last Saturday that I contemplated, as soon as other duties, and political affairs here, would permit, to visit the tribes in the southern portion of this Territory. I am assured that all these tribes live at and near the southern road to California.

Within twenty days four Germans, inhabitants of this Territory, going south, were murdered about eighty miles from here by Indians, it is supposed. I have met since in this valley persons who have

traveled over the southern route; they all inform me the Indians are troublesome. I am importuned by many to visit the southern Indians. They are quite numerous, it is said. It is four hundred miles or more to the furthest Indian settlement on this route, and three hundred to where the children are. I will bring them here on my return. I can be ready to start on this southern trip in four weeks. I intend to undertake it without any special escort, with only the persons necessary to drive the several teams I may need, with a guide and interpreter.

I will locate Agent Craig, for the present, at or near Fort Bridger, with directions to examine the several small valleys and streams running into Green river, with a prospective view of locating for agricultural purposes the Snake tribe, under chief Wash-A-Kee. Mr. Craig has not relieved Mr. Armstrong yet; this is in consequence of his obnoxiousness to these people, he (Craig) being afraid to visit Mr. Armstrong at Provo until I can go with him, which will be in a few days.

Agent Hurt has not arrived from Fort Bridger, and, I am told, will not come unless with the army. These fears are imaginary; I have never been treated kinder than by these people. Dr. Hurt informed me, before I left Fort Bridger, that in consequence of bad health he was desirous of going home at the expiration of his commission, which is in August, I believe. His reappointment, if he should even desire it, is not, in my opinion, for the interest of the Indian department here, as will be manifest, after a full investigation of the condition of affairs of the Indian farms.

I have now seen all the Indian officials in this Territory; talked more or less with all; also seen considerable of the Indians, and am forced to the conclusion that Indian affairs in this Territory are in such a mixed and conflicting condition, that the future policy can only be determined after visiting the tribes and ascertaining their condition and locality, and a further investigation of what is pretended to be the present policy—if it is possible to get at what the present or former plan is pretended to be. I am forced to the conclusion that heretofore every Indian official had his own platform. No concert of action. This mixed and entangled state of affairs in Indian matters has proved manifestly detrimental to the true interest of the government and the Indians. Some attention has been given to a few tribes; *these I have seen*, without any visible improvement in any respect.

I do not wish to advise the department in relation to the appointment of agents. You will, I sincerely hope, pardon me, for giving my honest opinion. I said to you, in some of my previous letters, that I was fully determined on visiting every tribe, if at all in my power, before next January; this I could have accomplished had it not been for the disturbance here. After ascertaining the locality, condition, and number, and character of the country, I will be better able to tell where and how many agents, or sub-agents, will be required. Wherever I see a necessity to have some one to attend to one or more tribes, permit me to appoint temporarily some good person living in the neighborhood of such tribe.

I remain, truly and respectfully, yours, &c.,

J. FORNEY,
Superintendent of Indian Affairs.

CHARLES E. MIX, Esq.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, June 8, 1858.

SIR: I have the honor to acknowledge the receipt of your letter of the 5th instant, requesting that copies of the papers relating to certain surviving children of the party massacred during the past summer, by the Indians or Mormons, may be furnished to the War Department, and to say, that your request shall be complied with.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

Hon. W. K. SEBASTIAN,
United States Senate.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, August 3, 1858.

SIR: Referring to a letter from you of the 20th of last February, inclosing one from W. C. Mitchell, Esq., of Dubuque, Arkansas, dated December 31, 1857, in relation to the massacre of the greater portion of a train of emigrants on their way from Arkansas to California, in which he states the probability of the safety of fifteen of the children, I have the honor to inform you that a letter has been received at this office from the superintendent of Indian affairs, Utah Territory, giving information of the whereabouts of the survivors.

For the better information of yourself and Mr. Mitchell, I herewith transmit extracts from Superintendent Forney's letter upon the subject.

I will heartily coöperate with you in carrying out any suggestions made by you, with regard to the future disposition of these children.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Commissioner.

Hon. W. K. SEBASTIAN,
Helena, Arkansas.

HELENA, ARKANSAS, *August* 12, 1858.

SIR: Yours of 3d instant, covering extracts from letter of superintendent of Indian affairs for Utah, of date June 22, was received this day. I have dispatched them to Hon. W. C. Mitchell, Dubuque, Arkansas, who feels a lively interest in these children, and who was grandfather to many of them. I have requested him to furnish me, without delay, a list of the names and ages of the children, that they may be identified and restored. As most, if not all, of them belong to families emigrating from Marion and adjoining counties in Arkansas, I suggest that they be delivered at Fort Smith or Fort Leavenworth, points convenient to their friends in Arkansas, and to which the troops returning from Utah could furnish the escort. Let me ask

you to lose no time in making the necessary dispositions for this purpose, in order to its accomplishment before the approaching winter shall render it impracticable during the present year.

Very respectfully,

W. K. SEBASTIAN.

CHARLES E. MIX,
Commissioner Indian Affairs, Washington City.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, September 1, 1858.

SIR: I have the honor to acknowledge the receipt of your letter of the 12th ultimo, in reference to the children rescued from the massacre on the plains, and reported by Superintendent Forney to be in Utah Territory.

I have delayed action in the matter, hoping daily to receive the list of names referred to in your letter, so that there may be no mistake as to the identity of the parties.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Commissioner.

Hon. W. K. SEBASTIAN,
Helena, Arkansas.

HELENA, *September* 11, 1858.

SIR: Yours of September 1, respecting the list of the children lost and recovered from the Indians, is at hand. I have just received from Colonel William C. Mitchell, Dubuque, Arkansas, a letter, in which he says: "My little grandson is three months old this month. My two brothers-in-law, L. D. and Jesse Dunlap, each had two little daughters, under six years old. George Baker (or Boker) had two daughters, under six. Mr. Jones had one or two; Alexander Fancher had ———."

These are the names of families all of whom were from the vicinity or adjoining counties to that (Marion) in which Colonel Mitchell resides, and have relatives living there. He prefers, as a matter of convenience, that they should be delivered at Fort Smith, (say care of Colonel Rector, superintendent.)

Respectfully,

W. K. SEBASTIAN.

Hon. C. E. MIX,
Commissioner Indian Affairs.

UNITED STATES SENATE,
January 21, 1859.

SIR: I herewith return you the original correspondence respecting the children of the emigrants massacred upon the plains, lately discovered by the superintendent of Indian affairs for Utah Territory. Among the letters, I respectfully call your attention to my letter of September 11, 1858, on file, which gives all the information which I have as to the names of the children. I suppose the information is amply sufficient to identify the children. It must be remembered that all that train was from Marion county and adjoining counties. They can be brought to Fort Smith, in Arkansas, when they can be identified and reclaimed.

Respectfully,

W. K. SEBASTIAN.

Hon. J. W. DENVER,
Commissioner of Indian Affairs.

EXECUTIVE OFFICE, UTAH,
Great Salt Lake City, January 28, 1859.

SIR: A few weeks after my arrival in this city I received a letter from the Hon. C. E. Mix, requesting me to make inquiry about and recover certain children, which belonged to the Arkansas emigrants, and supposed to be living among whites and Indians. Ten of these children I recovered within a month after the reception of the letter, and seven more since; in all, seventeen. This is, I think, all that were saved from the terrible massacre at or near Mountain Meadows, in September, 1857. I had these children placed in the care of a respectable family at Santa Clara, 300 miles south of this, and am paying their board, and have furnished them clothing. Several of them know their family names. They are from four to seven years old.

You will learn, in another letter of this date, of my purpose to start south in a few days. It is my intention, on my return from visiting the southern Indians, to bring the said children to this city or neighborhood, and confidently depend on your kindness for permission, next April or May, to take them to Washington, or wherever directed.

Very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs.

Hon. JAMES DENVER,
Commissioner, &c.

EXECUTIVE OFFICE, UTAH,
Great Salt Lake City, January 28, 1859.

SIR: For reasons that will appear in the progress of this letter, I respectfully ask for leave of absence from the Territory for several months, after the first of next April or May.

With the leave of absence I desire permission to take certain children (of which I speak in another letter) to Washington or elsewhere, in compliance with directions from the department.

For moral and social considerations, it is, in my opinion, important that these children should be removed to their friends without delay.

Another reason for desiring to go east this spring is, that within the next two months I will have seen the tribes not already seen, and would then be pleased to have an interview with you.

The last and very important reason for desiring leave of absence for a few months is, that in September, 1857, I left my family very suddenly, and am, of course, anxious to see them. I also left some important private business in an unsettled condition, on account of being obliged to leave immediately after my appointment.

My friend Governor Cumming permits me to say to you that my official business will receive his special attention during my absence. Should a contingency arise, not at present anticipated, to call the governor away, I would of course not leave.

Should I be so fortunate as to get my official business satisfactorily arranged, so as to justify me to absent myself two and a half or three months without detriment to the public service, and with the consent and permission of the department, I will endeavor to leave on or before the first of May, especially as the Indians are less troublesome in summer than at any other part of the year.

I respectfully request your early attention to the subject of this letter.

Very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs.

Hon. J. W. DENVER,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES SENATE,
February 23, 1857.

SIR: I have the honor to call your attention to the subject of the amount of money necessary to defray the expense of bringing home the children who were rescued from the massacre of the emigrant train from Arkansas in the fall of 1857 by the Mormons or Indians, and request that you make an estimate of the probable cost of the same and transmit it to me at your earliest convenience.

Respectfully, your obedient servant,

W. K. SEBASTIAN,
Chairman Committee Indian Affairs.
By L. B. DUNN, *Clerk.*

Hon. J. W. DENVER,
Commissioner Indian Affairs, Washington City, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, February 24, 1859.

SIR: I have the honor to acknowledge the receipt of your letter of the 23d instant, requesting me to furnish an estimate of the amount necessary to defray the expenses of the children (being seventeen in number, from the last information) who were rescued from the Indians after the massacre of the emigrant train from Arkansas in the fall of 1857 to their homes in Arkansas.

In reply I have to state that, after making all the necessary inquiries in relation to the matter, that it will take at least ten thousand dollars to carry out effectually your wishes with regard to the children.

Very respectfully, your obedient servant,

J. W. DENVER,
Commissioner.

Hon. W. K. SEBASTIAN,
United States Senate.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 3, 1859.

SIR: I have to acknowledge the receipt of your letter of the 28th of January, stating that you had succeeded in recovering the children, who survived, to the number of seventeen, the massacre of the emigrant train from Arkansas in 1857, whom you would take to Salt Lake, and ask permission to bring them on in April or May next; to which I would reply that arrangements have been made for Mr. Michael Delany of this office who will on the 5th of this month proceed by the way of San Francisco and Placerville in California to Salt Lake, to take charge of the children and convey them to Fort Smith in Arkansas, to be delivered there by Superintendent Rector to their friends and relatives.

You will therefore turn the children over to Mr. Delany upon his application for them, and render him such aid and advice in facilitating his mission as may be in your power.

And as this arrangement will obviate the necessity of your coming on, it is advisable that you should not leave the Territory as you have requested permission to do.

Very respectfully, your obedient servant,

J. W. DENVER,
Commissioner.

JACOB FORNEY, Esq.,
Superintendent, &c., Great Salt Lake City, Utah Territory.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, March 4, 1859.

SIR: In my application several weeks ago, for permission to leave the Territory a few months, I stated that I would of course not leave *unless his* excellency Governor Cumming remained. The governor

informed me within a few days, that he would not leave here this season, and authorizes me to say to you, that he will cheerfully direct my official businesss during my absence.

I consequently, earnestly renew my application for permission to leave the Territory for several months.

I expect to return from my southern trip by the middle of April, with the seventeen children, and am anxious to leave soon after, with them for Washington, or wherever directed by the department.

Very respectfully, your obedient servant,

Superintendent Indian Affairs.

Hon J. W. DENVER,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 4, 1859.

SIR: In a bill making appropriations for the army, the sum of $10,000 has been appropriated to defray the expenses of the recovery and restoration of the children who survived the massacre of an emigrant train from the State of Arkansas, in the year 1857; and understanding from Jacob Forney, superintendent of Indian Affairs in the Territory of Utah, that he has succeeded in recovering all of the children who survived, to the number of seventeen, whom he has by this time taken to Salt Lake City or its vicinity, and being desirous that these unfortunate little beings may be restored to their relatives and friends at the earliest period possible, I have, from the special confidence which I repose in your energy, zeal, activity, and humanity, selected you to carry these views into effect, and you are hereby detailed for that purpose.

You will, therefore, if you are disposed to accept the trust, make all arrangements to start upon your mission at once. It being, I may say, almost impracticable to reach Salt Lake by the overland route in time to return at the season most congenial to the comfort of your little charges, you will proceed hence first to San Francisco, in California; thence by Placerville, in that State, to Salt Lake. Upon reaching the last-mentioned point, you will confer with Mr. Forney, and upon showing him these instructions, he will give you such advice and assistance as may be in his power, inform you where the children are stationed, and place them in your charge, to be taken to Fort Smith, in Arkansas. For the purpose of conveying them to that point across the plains, you are authorized and empowered to purchase suitable and commodious vehicles and teams, and to hire drivers. In these arrangements, and in all what you may do in the premises, you will have an eye to the strictest economy, not losing sight, however, of the wants and comforts of persons of such very tender years, as some of them are represented to be.

Upon reaching Fort Smith, you will turn them over to the care of Elias Rector, superintendent of the southern superintendency, who will be instructed to adopt measures for their restoration to their

friends; and then make sale of the vehicles and teams upon the most advantageous terms, either publicly or privately, as in your judgment may seem most advisable.

To the mode of transportation mentioned above, I do not mean strictly to confine you; for, if you should be of opinion, upon reaching the city of Salt Lake, and upon investigation, that a more comfortable and better arrangement than the one suggested can be made with the mail contractors or other parties for transportation, it is left to your discretion to make such arrangement. And as the coaches of the mail contractors run only so far as St. Joseph, you will have, if you make an arrangement with them, to proceed thence by the usual mode of public travel to Fort Smith, which may be cheaper even if you adopt any other means of transportation.

In all the expenditures made of the money which will be placed in your hands, you must wherever practicable take vouchers, and where not practicable, you must preserve memoranda of the items to be certified on honor that they were actually paid and necessary.

You will be allowed, while engaged on this duty, in commutation of your personal expenses ten cents per mile for travel, and five dollars per diem when stationary.

As the duties imposed will be of great responsibility, and much care and attention required, more in fact than can be rendered by any one individual, you are authorized to select one other person in whom you may have confidence and reliance, to aid and assist you, whose compensation is not to exceed the rate of $1,400 per annum, and to defray whose expenses the same mileage, and per diem will be allowed as is given to yourself.

As an advance, a requisition has been issued in your favor for $1,200, for which you will be held accountable under the head of "Expenses for ransoming prisoners from Indian tribes."

Very respectfully, your obedient servant,

J. W. DENVER,
Commissioner.

MICHAEL DELANEY, Esq., *Present.*

PROVO CITY, U. T., *March* 18, 1859.

SIR: I left Salt Lake City last Sunday to visit the southern Indians, and to bring the seventeen children, remaining from the massacre in September, 1857, to Salt Lake City, or adjacent to it.

I have been detained here to give evidence before the grand jury of the United States district court, in relation to the murder of several white persons last June and October, and also of the Mountain Meadow affair, all within the jurisdiction of this court.

I am in possession of the facts of the murders in June and October, and have, within twenty days, received highly important and reliable information of the Mountain Meadow butchering affair. With the facts in my possession now, I may succeed in recovering some of the property. Facts in my possession warrant me in estimating that there

was distributed a few days after the massacre, among the leading church dignitaries, $30,000 worth of property. It is presumable they also had some money.

I will make such inquiry about this extraordinary affair as contingent circumstances will admit. I know that the Indians are bad enough; I am aware, also, that it is, and especially has been, exceedingly convenient to implicate the Indians in all such cases.

It was my intention to have started several weeks ago, but the unexpected and unusual quantity of snow during February made an earlier start impracticable. In my letter, in which I speak of the necessity and my purpose of going south, I alluded to the Indians in the extreme southern part of the Territory. I hinted at the probability that the public interest may require a small military force somewhere in the southern extremity of the Territory to protect travelers and emigration.

Very few days after writing the letter above alludèd to, the public interest required me to visit a band of the Goo-sho-utes, about 60 miles west, and some of the Shoshonees, over 100 miles north.

During my absence from Salt Lake City, the governor received additional information, mainly through my office, of suspected hostile designs among the extreme southern Indians, and immediately made a requisition for a small military detachment to be stationed at the most eligible points for the safety of travelers, &c.

The governor, very properly, I think, made public the fact that an efficient military force would be sent south, and that I would visit the southern Indians in advance of the military command.

I am anxious to proceed on my journey south as speedily as circumstances will permit. The roads are still bad, and I must also stop a few days at the different Indian farms.

I will leave this to-morrow morning for the Spanish Fork reservation.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs, U. T.

Hon. J. W. DENVER,
Commissioner of Indian Affairs, Washington, D. C.

MARCH 19, 1859.

SIR: I herewith inclose a letter to our general agent, Dr. J. Hobbs, (now at Camp Floyd, Utah,) which you can forward and use as you may think best.

Respectfully,

WM. H. RUSSELL.

MR. CHARLES E. MIX,
Acting Commissioner of Indian Affairs.

WASHINGTON, *March* 19, 1859.

SIR: The Indian Department is commissioned to collect and return home a number of children in Utah, whose parents were massacred some years since while emigrating West. I have agreed to furnish the department two wagons and covers, twelve yoke of cattle, yokes and chains, with which to transport them to the States. You will turn them over to Superintendent Forney, or such person as the department may request, taking a receipt for the safe delivery of the property at Leavenworth in like condition as received. Should Mr. Forney, or other person authorized, request it, you will place the two teams under conduct of some one of our returning caravans, and explain to the conductor that with us it is a matter of great importance that all attention and care be paid to the children, and those who may be in charge of them; if ladies, they should command the highest respect. You will give such directions that if anything is required on the road to the States it will be furnished at our stations, or by our outward-bound trains, if the same can be spared without retarding the trains. We esteem this an act of humanity, and know that you will do all in your power to forward the wishes of the department.

Very respectfully,

WILLIAM H. RUSSELL,
Of RUSSELL, MAJORS & WADDELL.

Dr. J. HOBBS,
General Agent, Utah.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 19, 1859.

SIR: Since your departure from this city upon the business connected with the restoration of the children who were made captive in Utah when the emigrant train was massacred in 1857, propositions have been made to the department for their transportation from Salt Lake City as far as Fort Leavenworth, either of which, in its opinion, would be more economical, and more conducive to the health and comfort of the children, than as proposed in the programme laid out in your instructions of the 4th instant; and it having adopted one of these propositions, and inasmuch as the carrying of that into effect would consume more time than was anticipated as requisite to carry out the original design, and as your services for so great a length of time could not be spared from your duties here, I am instructed by the Secretary of the Interior to direct that you and your associate, Mr. Benjamin Smith, will, upon the reception of this, immediately return to your posts in this office.

The department will make arrangements for the transportation by water of the children from Fort Leavenworth to Fort Smith.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

MICHAEL DELANY, Esq.,
San Francisco, California.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 31, 1859.

SIR: Referring to the letter from this office to you of the 3d instant, wherein you were informed that Michael Delany, Esq., had been detailed to proceed to Salt Lake, for the purpose of taking the children who survived the massacre of the emigrant train in 1857, to Fort Smith, in Arkansas, I have now to inform you that a change has been made in that arrangement.

You will perceive from the inclosed letter from William H. Russell, on behalf of Russell, Majors & Waddell, to Dr. J. Hobbs, the general agent of that company, that he has agreed to furnish, for the purpose of transporting these children from Salt Lake to Leavenworth, free of charge, two covered wagons and twelve yoke of cattle, with the necessary gear, to be placed under the charge of one of the conductors of their caravans, who is directed to use especial care and diligence in the premises.

I have, therefore, to direct that you will collect the children at the City of Salt Lake, as early as possible, for the purpose indicated. You will provide a suitable number of females, not exceeding four, if such can be found, desirous of returning to the States, whose business it will be to give these little ones all needful supervision and attention upon the road. You will also provide them with blankets, and such other material comforts as, in your judgment, will be requisite for the entire party. You will then, showing Dr. Hobbs Mr. Russell's letter, turn them over to his charge, to be placed by him with the conductor who may be selected. All arrangements for their provisions, at least such as can be made at starting, must be seen to by you; you will perceive that Mr. Russell has directed anything to be supplied on the journey that may be needed, either at the stations or by the trains that may be met.

You will advise this office, at the earliest moment possible, when they will probably leave Salt Lake, and at what time it may be expected that they will reach Leavenworth; then Superintendent Rector, who resides at Fort Smith, will be directed to dispatch an agent to Leavenworth to meet the children, and convey them to the first-mentioned point, where the superintendent himself will receive them and take steps to have them turned over to their friends and relatives.

You will make up your accounts for the subsistence of the children and their outfit, and transmit them here; you will also make an agreement with the females who may accompany them for compensation for their services, which should be definite in its character, and made with an eye to the smallness of the appropriation; and the agreement must be forwarded here, that they may be paid upon their arrival in case they do not desire to return.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

JACOB FORNEY, Esq.,
Superintendent Indian Affairs, Salt Lake City, Utah.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 31, 1859.

SIR: I have the honor to inclose herein a communication just addressed to Superintendent Forney, in regard to the children who survived the massacre of the emigrant train, in 1857, passing from Arkansas to the West. I also inclose a copy of a letter directed by William H. Russell, Esq., to Dr. J. Hobbs, the general agent of Russell, Majors & Waddell, from which you will perceive that he has agreed to furnish, free of charge, means of transportation of these little ones to Leavenworth.

My object in writing to you is to request that, should Superintendent Forney be absent, you will kindly see that the arrangements detailed in the letter to him may be carried out; by doing which, you will place the department under great obligations to you.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

His Excellency Governor A. CUMMING,
Salt Lake City, Utah.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 7, 1859.

SIR: I have to acknowledge the receipt of your letter (without signature) of the 4th ultimo, renewing the request preferred in your letter of the 28th of January for permission to leave your superintendency for the purpose of visiting your family.

As the reply to your letter may not reach you, I will briefly refer to its contents, as well as to the contents of another addressed to you subsequently: In the reply of the 3d of March, you were informed that arrangements had been made for Mr. Michael Delany to proceed by the way of San Francisco and Placerville, in California, to Salt Lake, to take charge of the children who survived the massacre of the emigrant train in 1857, and convey them to Fort Smith, in Arkansas, to be turned over there to Superintendent Rector, who would deliver them to their friends and relatives; and, as that arrangement would obviate the necessity of your coming, it was advisable that you should not leave the Territory. And, in my letter to you of the 31st ultimo, you were informed that a different arrangement had been made, by which Russell, Majors & Waddell agreed to furnish, free of charge, two covered wagons and twelve yoke of cattle, with the necessary gear, to transport the children from Salt Lake to Leavenworth, and which were to be placed under the charge of one of the conductors of their caravans, whence they were to be taken by an agent, who would meet them there, to Fort Smith by water. The letter of Mr. Russell, on behalf of the company, to his agent in Utah, Dr. Hobbs, was inclosed to you, and you were directed to place the children in his charge, first supplying them with all necessary comforts for the journey, including

blankets, provisions that might be required at starting, &c.; the company having kindly consented to furnish any supplies that might be needed at the stations along the road, or when meeting their trains going out; and were also required to engage the services of a number of women, not exceeding four, who might be desirous of returning to the States, to attend upon the little ones whilst traveling; whom you were to engage at specified prices, and with an eye to the smallness of the appropriation, of which the department was to be informed, that their wages might be paid here. You were also instructed to notify the department when they would probably leave Salt Lake, and when they might be expected to reach Leavenworth, and to make up your accounts for the subsistence of the children and their outfit, and transmit them here.

As under this change of arrangements also, there exists no necessity for your leaving the Territory, the leave of absence desired by you cannot be granted.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Commissioner ad interim.

JACOB FORNEY, Esq.,
Superintendent Indian Affairs, Salt Lake City, Utah.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, May 4, 1859.

SIR: I have just returned from a very laborious and difficult trip through the southern portions of this Territory.

I have succeeded in recovering sixteen children, and have them now in my possession. It is said these are all that remain of probably one hundred and forty men, women, and children, of the Mountain Meadow massacre in September, 1857.

In December last there was a small boy among the Navajos, near the Colorado, in Mexico Territory, who, it is supposed, also belonged to this emigrant train. I will allude to this boy in another communication.

I was positively assured by the settlers in the neighborhood where I got the children, that I have all that were saved. I have good reasons for believing that none of these children have lived among the Indians at all.

These children average from about 3 to 9½ years old; are intellectual and good looking; not one mean-looking child among them.

I have collected the following particulars in relation to these children:

1st. Calvin, now 7 or 8 years old; does not remember his name; says they (his family) lived at Horse-Head, Johnston county, Arkansas. This boy had father, mother, and five brothers, older than himself, killed; brothers' names, Henry, James, William, and Larkin, and four sisters, Nancy, Mary, and Martha; his father, Joseph, and his mother, Matilda.

2d and 3d. Ambrose Miram Taggit, about 7 years old, and William Taggit, now about 4½ years old. The elder boy says they had father, mother, and two older brothers killed; he says they lived in Johnston county, and when they left the States had a grandfather and grandmother living.

4th. Prudence Angeline, 6 years old; and,

5th. Annie; had father, mother, and two brothers, named James and John; all killed.

6th. A girl, about 4½ years old; says her name is Frances Hawn, or Kern.

7th. A boy, now three years old. I have no account of this boy; those with whom he lived called him William.

8th. Elisha W. Huff, 4 years old; and,

9th. Sophrania, or Mary Huff, about 6 years old.

10th. Charles Francher, 7 or 8 years old; and,

11th. Annie, about 3½ years old; had sisters.

12th. Betsey, about 6 years old; and,

13th. Jane, about 4 years old; have no account of these.

14th, 15th, and 16th. Rebecca, Louisa, and Sarah Dunlop.

In conversation with these children, I learn that they resided in the same neighborhood; my impression is, principally in Johnston county, Arkansas.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs.

Hon. C. E. MIX,
Commissioner of Indian Affairs.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, May 18, 1859.

SIR: Your letter of March 31, last, in relation to the transportation to Fort Smith of certain children, and inclosing a letter to Dr. Hobbs, was received by last mail. Your favor of 7th ultimo, recapitulating contents of letter of 31st March, was also received by last mail.

Your directions in relation to the transportation of the children will receive my special attention. A copy of Mr. Russell's letter was transmitted to Dr. Hobbs, at Camp Floyd. The request of Mr. Russell will be complied with by his agents.

I will endeavor to have the children ready in ten days. There is no difficulty in getting females to accompany the children.

I will write again by next mail, and will then give you my views of the causes, and the part the Indians acted in the consummation of the Mountain Meadow affair.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs for Utah.

Hon. C. E. MIX,
Commissioner of Indian Affairs, Washington, D. C.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, May 30, 1859.

SIR: By this week's mail I purposed giving you a full and correct account of the causes, &c., of the Mountain Meadow massacre, and some additional particulars about the children, and of my trip south generally, but am obliged to leave here in a few hours for the Spanish Fork farm and reservation, sixty-three miles south.

All the Utah tribe are now assembled on this reservation, numbering about four hundred. An express from there informs me that it is absolutely necessary for me to visit there without delay. About half of the Utah tribe lived last winter in Uinta valley, one hundred miles east of Spanish Fork reservation, the ancient and favorite resort of a portion of them. I design that all the Utahs shall live on the Spanish Fork reservation, and that all who live there must work. This is an absolute alternative adopted by me on all the Indian farms; and it affords me pleasure to inform you that all those on the several farms who heard my emphatic directions, obey and labor steadily. "No work, no bread," is my motto with all the miserable creatures.

The Uinta fraction of the Utahs have come to the Spanish Fork reservation since my last visit there, and spurn the idea of work, and prefer begging and stealing, and threaten those Indians who do work, and also to kill and destroy the farm property.

This information is communicated to me by ex-Agent Hurt, (who is still on this farm,) who, I regret to say, has no adequate influence over these Indians whatever.

I will communicate the result of my visit by next week's mail. I learned yesterday, informally, that a considerable number of renegade Indians (Bannacks and Shoshonees of Oregon, with some few Shoshonees belonging to Utah,) are banding together north of Bear river to make a descent on the northern settlements in Box Elder county, &c., eighty to one hundred and twenty-five miles north of this, to steal horses, &c. I expect to hear more definitely by the time I get back from Spanish Fork—say in four days; and will, if necessary, go up without delay.

A word in relation to the children. In consequence of the unusual lateness of the spring, and consequent exceeding bad roads, Dr. Hobbs, agent for Russell & Co., deems it inexpedient to start the children until about three weeks from this time, when another of their trains will leave, under the care of a reliable conductor, and thinks it not proper to send two isolated wagons.

I wrote to him yesterday requesting him to inform me sometime previous of the precise day of starting, and to send me one or both wagons in order to fix them up comfortably.

All your directions in relation to the children will be strictly attended to in every particular; and until they leave they will remain in my possession.

In my letter of the 4th instant I said I had under my care sixteen children, all, it is supposed, that remain from the massacre. On my way from the south with the sixteen children, when at Beaver city, seventy-five miles east of Cedar city, where I received the three last

children, I was informed by several Peyute chiefs, belonging to the band in Beaver valley, that two more children were then still in Cedar city—one aged from fourteen to seventeen years and the other from three to four. The Indians insisted on this, as did also Kon-nosh, chief of the Pah-vants, who accompanied me on my trip south.

At Meadow creek, ten miles south of Fillmore, I met a small military detachment going south for several purposes; with this I dispatched Mr. Rodgers (a reliable gentleman) to Cedar city, with the necessary directions to recover the two children if there. I have not learned the result.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs Utah.

Hon. C. E. MIX,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, June 7, 1859.

SIR: Your letter of the 4th ultimo, announcing your return to Great Salt Lake City with the children who survived the Mountain Meadow massacre, has been received.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

J. FORNEY, Esq., *Superintendent Indian Affairs,*
Great Salt Lake City, Utah Territory.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 16, 1859.

SIR: I cannot say yet what day the children will be put en route for Leavenworth, but presume within six to ten days.

I said in a former letter that I had obtained only sixteen children, all, it was asserted, that were remaining, or at least that could be found. I also said in my letter that I sent express back with a certain military command, with directions to make further search. Another child has been found, thus making seventeen in all.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs, U. T.

Hon. COMMISSIONER OF INDIAN AFFAIRS, *Washington, D. C.*

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 24, 1859.

SIR: I very respectfully solicit your consideration of the inclosed correspondence.

In pursuance of the direction of the Indian Department, I made the preliminary arrangements with Dr. Hobbs, general agent for Messrs. Russell, Majors & Waddell, to transport to Leavenworth the children surviving the Mountain Meadow massacre, by the mode indicated. The agent offered the oxen and wagons, and informed me that they would travel in company with one of their caravans, which would leave about this time for Leavenworth City.

One as familiar as I am with the extraordinary history of these unfortunate children, cannot help feeling more than an ordinary degree of interest in their welfare.

After mature deliberation and consultation with several gentlemen, I concluded to change the mode of conveying the children east. I have accepted from General Johnston three ambulances and one baggage-wagon, with six mules to each, and drivers, instead of the two ox-wagons and being obliged to travel in company with a caravan of teamsters. I may also accept the services of Major Whiting, who will leave for the States on leave of absence, to take the supervision over my party to Leavenworth City. General Johnston also suggests the propriety of obtaining provisions at the different military posts. One company of dragoons will travel in company with the party.

The ambulances have springs and are securely covered, and are certainly much more comfortable than those large, heavy wagons. And as regards time, the plan adopted will make a difference of thirty to forty days in the trip, and will also be the most economical.

I sincerely hope my course will meet the entire approbation of the department. Neither the government nor any one else has been incommoded by this change, and those immediately interested will be essentially benefited.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs U. T.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.
Washington, D. C.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 15, 1859.

DEAR SIR: I informed you some time ago that I had then sixteen children in my possession, all (it was then supposed) that were remaining of the terrible massacre in Mountain Meadow valley, in September, 1857. Since my hasty letter to you from Spanish Fork, another child has been recovered and is now also in my possession.

I have collected these children in pursuance of instructions from the Indian Department; and in compliance with those instructions they must soon be *en route* for Leavenworth.

Messrs. Russell, Majors & Waddell offered the Indian Department, free of charge, two large wagons, twelve yoke of oxen, and the necessary gear, to transport the children to Leavenworth, in company with one of their returning caravans.

These unfortunate, fatherless, motherless, and pennyless children certainly demand more than an ordinary degree of sympathy. I have secured the services of four females to accompany them to Leavenworth. I will also provide suitable clothing, blankets, and such other appliances as will be deemed necessary. I am also directed to furnish them with provisions, and, I presume, cooking utensils, tent, &c.

My instructions from the office of Indian affairs plainly indicate the desire that I should send these children by the means of transportation offered by Messrs. Russell, Major & Waddell; but I am induced to believe that were the department advised of the objections so obvious to this mode of transportation, I feel satisfied that my instructions would have been materially modified or changed; and therefore, after mature reflection and consultation with several gentlemen, I am induced to assume the responsibility of changing the direction of this matter, provided I can obtain two or three ambulances, one baggage-wagon, a suitable number of mules, and a proper military escort, from the officer in command of this department.

I therefore respectfully request that you will advise me whether this arrangement can be made without subjecting the service to any important inconvenience.

As the caravan with which it is proposed to send the children leaves in a few days, an early reply is respectfully requested.

I have the honor to remain, very respectfully, your obedient servant,

J. FORNEY,
Supt. Indian Affairs Utah Territory.

General A. S. JOHNSTON,
Com'g Department of Utah, Camp Floyd, U. T.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., June 16, 1859.

SIR: General Johnston desires me to inform you that he will provide the escort and transportation needed for the children surviving the massacre in the Mountain Meadow valley, asked for in your letter of the 15th instant, and he will also take great pleasure in aiding you to the full scope of his authority, here and on the road, in your humane efforts to transmit in comfort and safety those children to Leavenworth City.

The party will be escorted by a company of dragoons as far as Fort Kearny, whence their safety will be secured by the commander at that post.

The party will be sent for and placed under charge of the escort the day before it marches, which will be towards the end of next week, and by the Timpanogos route, if sufficiently repaired. A day's notice will be given you of the transportation being sent to the city.

I am, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Dr. J. FORNEY,
Superintendent Indian Affairs, Great Salt Lake City.

HEADQUARTERS DEPARTMENT OF UTAH,
Camp Floyd, U. T., June 17, 1859.

SIR: I am desired to suggest to you that your party of children, &c., can be supplied with subsistence at the different posts on the road to Fort Leavenworth, and an arrangement of that kind will prevent the command being encumbered with their supplies for the whole route, procured here by you.

The cost of the supplies will be charged to the Interior Department at Washington. If you desire it, the commanding officers on the route will be directed to furnish subsistence.

I am, sir, very respectfully, your obedient servant,

F. J. PORTER,
Assistant Adjutant General.

Dr. J. FORNEY,
Superintendent of Indian Affairs.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 28, 1859.

DEAR SIR: Inasmuch as you have consented to take the supervision over certain children, whom I am sending to Leavenworth City, in pursuance to directions from the Indian Department, and also the same over the persons who go in charge of them, I therefore respectfully submit the following directions:

1. To exercise general supervision over the children and those in whose immediate care they will travel. To see that the children are properly fed, with properly arranged and well-cooked food. They should have little or no bacon or beans, but little fresh meat, plenty of rice, sugar, milk, butter, and eggs when they can be obtained. In addition to the rations to be drawn at the different posts, I have furnished for the party dried and can peaches, 70 pounds of butter, and about 100 pounds of butter crackers.

2. There will be fifteen of the children remaining from the massacre under your care. The remaining two are retained here to testify in the criminal court against the supposed murderers. Five females will accompany the children: Mrs. Worley, Nash, Mure, &c. Four only of these receive wages, but they are all equally bound to work and render proper assistance. Mrs. Worley is *chief* nurse, and will direct the management of the children so far as the women are concerned. Three men will accompany the children, and will render all needful assistance for their comfort, getting wood and water, and putting up the tent or tents, &c.

3. Robert B. Jarvis, Esq., ex-Indian agent, is one of the persons above indicated, and has receipted to me for the cooking utensils and other property, and will dispose of it as directed. Mr. Jarvis will travel in the ambulances with the children, and has kindly promised to take special care of them. I have accepted his offer; he is, of course, subject to your directions. Mr. Jarvis is a kind-hearted, clever

gentleman, and will render every assistance in his power both to you and the children.

4. Major Whiting will meet at Leavenworth City, Superintendent Rector, of Fort Smith, Arkansas, or some one authorized by him to receive the children, to whom you will turn over the children.

5. Major Whiting is authorized by the undersigned to discharge any person or persons, either male or female, who accompany said children, if such refuse to do their respective duties, and hire others, and give an account of said hiring to Superintendent Rector.

6. The rations, for which I have an order on the different military posts to Leavenworth, should be varied in quantity to suit the children and women. Very little bacon and beans *is* required, whilst sugar and rice should be used in proper quantities.

Very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs, U. T.

Major D. P. WHITING.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 27, 1859.

SIR: I received this morning the inclosed communication from the United States attorney general of this Territory,

My friend, the attorney general, is quite sick, but will, so soon as he recovers, institute proceedings against certain white men in the southern part of the Territory, who, it is believed, and indeed, I know, are the guilty parties in the perpetration of the unparalleled massacre.

By diligent inquiry during the last eight months, and while on my late visit south, and since, I have gathered many important facts in relation to the terrible massacre in September, 1857—more perhaps than any one else. I will, in a very few days, (by next mail,) furnish you with a full statement of all the material facts concerning the massacre in question.

I hope to get the children started to-morrow, when I will expect a short breathing time again. The two boys, which are retained in my possession are, I judge, about eight or nine years old, and both remarkably intellectual, and, in my opinion, competent witnesses. I am unable to say when the court will be held in the southern portion of the Territory.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES ATTORNEY'S OFFICE,
Great Salt Lake City, U. T., June 27, 1859.

SIR: I deem it important to the cause of justice, that John Calvin Sorel and Ambrose Miram Taggit, being orphans, rescued from the Mountain

Meadow massacre, should be detained, and by you held subject to my order, to testify in such legal proceedings as may be instituted against parties charged with molesting and killing certain individuals, who constituted an emigration party from Salt Lake City to California, at the Mountain Meadows, in this Territory, between the months of August and October, A. D. 1857.

I am, very respectfully, your obedient servant,

ALEXANDER WILSON,
United States Attorney for Utah Territory.

JACOB FORNEY,
Superintendent of Indian Affairs.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, June 29, 1859.

SIR: I succeeded in starting, yesterday, fifteen of the children that have been under my care. The other two, as stated in my letter of yesterday, are retained to give testimony against the murderers of their parents, &c.

I stated in a letter of the 24th instant, that I had made some change in the mode of transportation, and that I had then accepted the ambulances, mules, &c. Five females go in company and take charge of the children; four receive pay, but all are required to give them their attention in everything that is necessary for their comfort. The inclosed articles indicate those who are to receive pay.

I also engaged the services of three men, who are with the children, and are required to do everything necessary, especially to assist the women, put up the tents, get wood and water, and, in fact, anything that may become necessary, and, at the same time, are not to receive any pay but rations.

Major D. P. Whiting is going East, on leave of absence, and is with the party who accompany the children on their journey.

Major Whiting has kindly consented to take general supervision over my whole party; he will especially observe that the children receive all needful attention.

Inclosed I send you a copy of my directions to Major Whiting. A company of dragoons escort the children and those with them to Fort Kearny; from thence they will be escorted by others to Leavenworth. There are several other officers in company, and going East, on leave of absence; also, the Rev. Mr. Vaux, chaplain at Fort Laramie; and all will pay more or less attention to those unfortunate children, who really demand the sympathy of all persons who have proper feelings.

R. B. Jarvis, Esq., ex-Indian agent, is one of the three men above indicated. Inasmuch as the children will require considerable attention in many respects, and not being disposed to encumber Major Whiting too much, I requested Mr. Jarvis to render the major some assistance, in addition to his other duties—to observe that the children got enough and of the proper kind of food.

In addition to rations from Camp Floyd, I furnished the children butter, crackers, and dried and can peaches. I also furnished cooking utensils, which I put in the care of Mr. Jarvis, with directions to have them placed in careful hands at Leavenworth, unless Superintendent Rector should conclude to convey the children to Fort Smith by land; in that case Mr. Jarvis will turn over to him the cooking utensils.

Captain Anderson commands the dragoons, and is also in command of the whole party. The officers alluded to are Major Eastman, Captains Tyler and Campbell, and Lieutenant Ellwood; they will reach Leavenworth in about forty-five days. General Johnston gave me an order for provisions at all the military posts.

Last night the party camped twelve miles from this city. I went out yesterday evening and returned this morning, and was pleased to find all in fine spirits. Every child has three changes, and some more, of clothing, and also a sufficiency of blankets. It has been my constant endeavor, since these children have been in my care, to make them comfortable and happy, and I have furnished them with every appliance to make them so on the journey to the States.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs U. T.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, July 2, 1859.

SIR: Referring to previous communications to you from this office, in regard to the massacre at Mountain Meadows, in the fall of 1857, of the emigrant train composed of citizens from the State of Arkansas, and to the zeal manifested by you in your reply for the detection of the persons engaged in it, I have now to direct that you will make effort, consistent with your position and official duties, to discover those persons who were actively engaged in or accessory to it in any degree.

In the execution of this duty, it is expected that you will use the utmost diligence, activity, and zeal to ferret out the miscreants, and to ascertain their names and locations. I hardly consider it necessary to impress upon you the importance of this matter, as you will at once see the great good which must, in the future, result to the safety of our citizens when it is known and felt that the government leaves no means untried to bring to merited punishment the perpetrators of such monstrous deeds. If success attends the effort, even in a limited degree, all such must hereafter hesitate at the commission of such wickedness, secure and secret as they might otherwise imagine themselves, from their remoteness, when they shall recollect that the government is as watchful to detect, as it is powerful to punish.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

JACOB FORNEY, Esq.,
Superintendent of Indian Affairs,
Salt Lake City, Utah Territory.

DUBUQUE, ARKANSAS, *July* 5, 1859.

SIR: I received yours of the 9th of last month, stating that the children of the Mountain Meadow massacre would be sent to Leavenworth, in charge of Russell & Co., and you tendered me the appointment to have them conveyed to some central point, say Carrollton, Arkansas, in two two-horse wagons. I willingly accept the appointment, and make my arrangements to go as soon as I get further instructions, and likewise procure a female nurse. It will be remarkably warm, but I expect two wagons will be sufficient.

I am, yours, respectfully,

WILLIAM C. MITCHELL.

Hon. A. B. GREENWOOD.

P. S.—Please direct your letter to Crooked Creek, Carroll county, Arkansas, as they have tri-weekly mails to that office.

W. C. M.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, July 15, 1859.

SIR: Inclosed is a copy of the list of cooking appliances, &c., sent with and for the use of "the children" and those with them. Also a copy of a receipt for the same from ex-Agent Jarvis.

I requested Mr. Jarvis to leave the articles at Fort Leavenworth, if at all convenient, or in some safe hands in Leavenworth City. With the permission of the Indian Department, Washington, he is directed to turn the said cooking utensils over to Superintendent Rector, providing he will convey the children to Fort Smith, by land.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs, Utah Territory.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

Articles for use of children on the journey to Leavenworth.

2 camp kettles.
2 tin dippers.
1 tin lantern.
20 tin cups.
2 ovens, with lids.
½ dozen knives and forks.
½ dozen cups and saucers.
1 tin teapot.
1 ax and handle.
2 candlesticks.
2 large tin coffee boilers, for carrying water.
2 fry-pans.
1 camp table.
2 large tin water-buckets.
2 coffee pots.
20 tin plates.
3 large tin pans.
1 dozen tablespoons.
8 china plates, (tea set.)
2 tin wash basins.
1 spade.
1 coffee mill.
1 pepper box.
1 common mess-chest.
1 tent and fixtures.

Received, at Great Salt Lake City, Utah Territory, June 28, 1859, from Jacob Forney, superintendent of Indian affairs for Utah, the above enumerated articles, being for the use of the fifteen children saved from the Mountain Meadow massacre, for their trip from Great Salt Lake City to Fort Leavenworth. Such disposition to be made of the above-mentioned goods as shall be directed by the letter of instructions of Superintendent Forney to R. B. Jarvis, Esq., ex-Indian agent, bearing even date with this receipt.

ROBT. B. JARVIS, *Indian Agent.*

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, July 22, 1859.

SIR: Inclosed I forward to you the articles made with the several females, for compensation for services to be performed to certain children, now *en route* for Leavenworth. The men are to receive no pay.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs U. T.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

This agreement, made this 28th day of June, A. D. 1859, between Jacob Forney, superintendent of Indian affairs for Utah, of the first part, and Ann Eliza Worley, of the second part, all of Great Salt Lake City, in said Territory: Witnesseth, that the said party of the second part covenants and agrees to well, faithfully, and diligently, take care, charge, and supervision, as *head nurse*, of the children placed under her care by the said party of the first part, while on the journey from Great Salt Lake City to the point of destination, at Fort Leavenworth. *In consideration* of which service, so to be performed, the said Jacob Forney covenants and agrees that the said Ann Eliza Worley shall receive, for said service, the sum of twenty-five dollars per month, from and after the date of these presents, to the day of the termination of said journey at the point above designated, inclusive.

In witness whereof, the parties to these presents have hereunto set [L. S.] their hands and seals, the day and year first above written.

ANN ELIZA WORLEY.

In presence of—
C. E. BOLTON.

This agreement, made this 28th day of June, A. D. 1859, between Jacob Forney, superintendent of Indian affairs for Utah, of the first part, and Elizabeth Mure, Hester Elvira Nash, and Sally Squire, of

the second part, all of Great Salt Lake City, in said Territory, *witnesseth*, that the said parties of the second part covenant and agree to well, faithfully, and diligently take care, charge, and supervision, as *assistant nurses*, of the children placed under their care by the said party of the first part while on the journey from Great Salt Lake City to the point of destination at Fort Leavenworth. *In consideration* of which service, so to be performed, the said parties of the second part shall receive for said service the sum of *ten* dollars each per month from and after the date of these presents to the day of the termination of said journey at the point above designated, inclusive.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

HESTER E. NASH.
SALLY SQUIRE.
MRS. E. MURE.

In presence of—
C. E. BOLTON.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 23, 1859.

SIR: Your letter of the 5th instant, expressing a willingness to accept the proposal which I made to you on the 9th of June, of proceeding to Leavenworth for the purpose of taking charge of, and restoring to their friends and relatives in Arkansas, the children who survived the massacre at Mountain Meadows, has just been received. Although my previous letters to you were unofficial, yet any steps taken by you in pursuance of those letters will be sanctioned, and you are hereby authorized to start upon the mission; and knowing the interest you feel in the matter, I need not urge you to use all practicable haste in setting out, as the children may reach that city, as soon as you possibly can.

If, as I suggested, you should be of opinion that two wagons will not be sufficient for their transportation, having due regard to their health and comfort, you will add one or more, as your judgment may dictate, not losing sight, however, of all necessary economy.

The point indicated, that of Carollton, to which they may be taken for the convenience of their friends to receive them, is, in my opinion, quite suitable, and you will therefore transport them to that point.

Your compensation will be at the rate of three dollars per diem from the time that you may set out, or be engaged in making the necessary preparation, until your return, and for such time after your return as you may be engaged in seeing to and rendering them to their friends, and your actual expenses will be allowed. The same compensation will be given to the nurse or nurses whom you may employ in their behalf, and their expenses will also be paid. You will be careful to take vouchers for all items that you may expend where practicable; and where you cannot obtain such, you will preserve memoranda of the items, to be certified on honor that they were necessary and actually paid, and forward the same here, to be used in the settlement of your account.

A requisition in your favor, of five hundred dollars, will be sent to the care of the banking house of Smoot, Russell & Co., at Leavenworth, who will no doubt at your request make arrangements for cashing the same, and who may be able to give you information of the time at which the children may be expected if they should not have arrived by the time you reach there, as Mr. Russell, of that house, is connected with the line of transportation from Salt Lake to that city. As the fund appropriated for the purpose of regaining and bringing home these helpless persons is but small I must urge upon you the strictest economy, yet, as many of them are of very tender years, I do not wish to be understood as advising economy at the expense of health and some degree of comfort; and let me impress upon you the necessity at this season of the year of paying much attention to their diet and sleeping accommodations. Of course, the hire of the teamsters employed by you, and the forage for the horses, will be a legitimate charge to be made by you, being necessary expenses.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

WM. C. MITCHELL, Esq.,
Crooked Creek, Carroll County, Arkansas.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 23, 1859.

GENTLEMEN: I herewith transmit to your care a duplicate of a letter to William C. Mitchell, Esq., of Arkansas, who has been selected to take charge, upon their arrival at Leavenworth, of the children who survived the massacre of an emigrant train from that State at Mountain Meadows in 1857, and who were placed in charge, at Salt Lake City, of Messrs. Russell & Co's. line of transportation, to be brought to Leavenworth.

This is sent to you for fear that the first draft of the letter to Mr. Mitchell may not reach him before he leaves his home, and I shall be under obligations to you if you will hunt him up upon his arrival and hand him the inclosed; also, for any facilities that you may have it in your power to extend to him towards the accomplishment of his mission.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Messrs. SMOOT, RUSSELL & Co.,
Leavenworth City, Kansas Territory.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 25, 1859.

SIR: Since my letter to you of the 23d instant, it has been found necessary to change the manner of placing you in possession of the five hundred dollars, therein specified to be applied to the transporta-

tion of the children from Leavenworth City to their homes in Arkansas, and I have this day directed Superintendent A. M. Robinson to remit to you at Leavenworth, to the care of Smoot, Russell & Co., his draft for that amount; and upon receiving it you will forward your receipt to him therefor at St. Louis, Missouri.

Very respectfully,

A. B. GREENWOOD,
Commissioner.

WILLIAM C. MITCHELL, Esq.,
Care of Messrs. Smoot, Russell & Co., Leavenworth City, Kansas Territory

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DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 25, 1859.

SIR: The Secretary of the Interior has been requested to issue requisition in your favor for the sum of five hundred dollars, chargeable to the appropriation for "defraying the expenses of the recovery, and the restoration to their homes, of the children surviving the massacre by Indians of the emigrant trains from Arkansas in the fall ot 1857," which is to be applied to the transportation of these children from the city of Leavenworth to their homes in Arkansas; and William C. Mitchell, Esq., of that State, has been selected to take them from that point to their homes. You will therefore make a draft in favor of Mr. Mitchell for the above sum, and forward the same to him at Leavenworth City, to the care of Smoot, Russell & Co., for which he has been directed to forward you his receipt.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

A. M. ROBINSON, Esq.,
Superintendent Indian Affairs, St. Louis, Missouri.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, July 25, 1859.

SIR: In pursuance to directions from the Indian department, I forward the accounts of expenses incurred in recovering, maintaining, and finally sending to Fort Leavenworth the seventeen children surviving the Mountain Meadow massacre, in September, 1857. I respectfully invite your attention to Abstract No. 1, which contains the accounts of expenses for said children. I rejected a number of claims against the goverment, for these children, for different alleged expenses. There were a number of claims for purchasing the children from the Indians, by persons with whom Mr. Hamblin found them; when it is a well-known fact that they did not live among the Indians one hour.

I charged to the account of the children part of Mr. Hamblin's wages.

The amount of claims presented to me on account of the children, by persons in the southern portion of Territory, amount to over seven thousand dollars, of which amount I only paid twenty-nine hundred and sixty-one dollars and seventy-seven cents. Those I have paid I considered strictly and entirely proper.

Prices for every thing in this country are exorbitantly high: boarding at all public places is from ten to fourteen dollars per week; although I got the children boarded at Santa Clara for two dollars and fifty cents per week, which is much less than I could get them boarded for in this city. In short, I got nothing for those children except what their health and comfort required.

The accounts paid amount to.....	$5,425 48
My trip south to get the children and bring them to this city, and to visit the Peyute Indians, amounted to $1,030 98.	
Five hundred dollars of this amount should, in my opinion, be refunded for the Indian service in this Territory.....	500 00
	5,925 48

This amount I will expect to have refunded to the Indian fund for this Territory.

I will allude to the matter in another letter.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs U. T.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 27, 1859.

SIR: Upon the arrival of the party with the children (survivors of the Mountain Meadow massacre) at Leavenworth City, you are requested to turn over to William C. Mitchell, Esq., special agent of this department, who is charged with the duty of conveying them to their friends in Arkansas, the cooking utensils that have been placed in charge of Mr. R. B. Jarvis by Superintendent Forney, taking his receipt therefor.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Major D. P. WHITING,
U. S. Army, Leavenworth City, Kansas Territory.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 27, 1859.

SIR: Major D. P. Whiting, United States army, who has direction of the party composed of the children (survivors of the Mountain Meadow massacre) on their way to Leavenworth City, has been this day requested to turn over to you the cooking utensils that have been placed in charge of R. B. Jarvis, Esq., by Superintendent Forney of Utah.

Upon receiving these articles you will give Major Whiting a receipt therefor. When you reach Arkansas, where they will be no longer required, you will dispose of them to the best advantage and credit the government with the amount of the proceeds of their sale.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

WM. C. MITCHELL, Esq.,
Care of Smoot, Russell & Co.,
Leavenworth City, Kansas Territory.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, July 28, 1859.

SIR: By reference to my financial report of June 30, 1859, it will be seen that there is a balance of $5,021 85½ over the appropriation for the year 1858–59, and the balance on hand June 30, 1858.

In explanation I will state that on my arrival in this Territory the Indians were in a feverish excitement, and great energy, and almost incessant traveling among them, and presents, were necessary to calm them down.

And also, upon examining into the affairs of the various Indian farms, I at once perceived they were nearly destitute of teams and implements, and, being well assured that a liberal policy would produce liberal results, I furnished to each farm the necessary oxen and implements, which is a considerable item in my expenditures. I am also thoroughly convinced that Indian farms properly and judiciously managed can be made to pay their own expenses and feed the Indians.

And it is in view of this policy that I have placed the first farms in good working order, and have opened two new ones and furnished them with all needful appliances. Indeed, I am satisfied with what I have accomplished with so small a sum.

I hope the department will appreciate the difficult position I was placed in the past year, and place to my credit in the St. Louis subtreasury the balance before named of $5,021 85½, and also the sum expended by order of the department for the expense of recovering and sending home the seventeen children, $5,925 48.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Sup't Indian Affairs, Utah Territory.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington, D. C.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August 10, 1859.

SIR: Your letter of 2d ultimo was received by yesterday's mail, and it will afford me pleasure to furnish you with the desired information. It was my intention, immediately upon my return from the south (beginning of May) with the children, to give you a full statement, from facts in my possession, of the emigrant party in question, of their journey through this Territory to their final resting place, and of the children saved, but had too much other business on hand, and the care of the children.

I have, however, such a communication in progress, and intend to conclude it to-day, or before I leave to-morrow for Ruby and Deep Creek valleys, three hundred miles west. I will also furnish the attorney general with the names of the persons who I know were engaged in said massacre, and names of witnesses.

Chief Justice Eckels will commence a court in his district the fourth Monday of this month, at Nephi. The attorney general is preparing to investigate the Mountain Meadow massacre before this court. Nephi is two hundred miles from Cedar City, in which place and neighborhood nearly all the perpretrators and witnesses reside. It will be very difficult, indeed almost impossible, to bring all the parties to Nephi. Cedar City is the proper place to hold a court to successfully try those concerned in the Mountain Meadow affair. I suggested to Judge Eckels, indeed urged the propriety of going to Cedar City with his court. He seems determined not to do so.

I met Judge Cradlebaugh a few miles south of Fillmore the latter part of April, when on my way from the south with the children. The judge was traveling with a small military detachment, going south for a special purpose. I furnished him with the names of the guilty and of the witnesses.

The attorney general made a special request when I started south, that I would make strict inquiry of everything connected with this affair.

The course adopted for the legal investigation of this matter will not prove successful at the contemplated court, principally for the reason, already stated, the great distance from where the really guilty and witnesses are living.

I fear, and I regret to say it, that with certain parties here there is a greater anxiety to connect B. Young and other church dignitaries with every criminal offense, than diligently endeavor to punish the actual perpetrators of crime.

I have succeeded in obtaining a reliable history of the Mountain Meadow massacre. I will, in my next annual report, give it to the public, and also the names of the actors, if they are not sooner made known through the proper legal tribunals, to whom I have already given many valuable facts.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent of Indian Affairs U. T.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington, D. C.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August, 1859.

SIR: It has been my intention, for some weeks past, to give you a more full statement than heretofore given of the Mountain Meadow tragedy, and of the children saved from it.

July, 1858, I received instructions from the Acting Commissioner, C. E. Mix, in relation to certain children. In pursuance to which, I commenced without delay to make inquiry after the children supposed to have been saved, and living among whites and Indians. I very soon obtained satisfactory information that thirteen to seventeen children were spared at the massacre of a certain emigrant company the 8th or 9th September, 1857, in Mountain Meadow valley, Utah Territory, whilst on their way to California. Sixteen of the children were very soon collected and subject to my directions, and for whom I commenced providing immediately. It was my earnest desire and purpose to visit the southern portion of the Territory early last fall, but the safety of the United States mail on the northern California road, and the public interest generally, required my immediate presence in and adjacent to the Humboldt valley, and I returned too late from the Humboldt to travel north with so many little children. I, however, suggested to the department to have the children taken to the States by way of California and the San Francisco and New York steamers. There is no impediment at any season of the year to travel to the Pacific by the southern route from where the children were then living.

A massacre of such unparalleled magnitude on American soil must necessarily excite much interest in the public mind. From information received from various sources during the last twelve months, I am enabled to give you a reliable account of the emigrant company in question, and the children remaining, and also some of the causes and circumstances of the inhuman massacre.

The company was composed of about thirty families, and one hundred and thirty to one hundred and forty persons, and, I think, principally from Johnston county, Arkansas.

I have deemed it a matter of material importance to make strict inquiry relative to the general behavior and conduct of the company towards the people of this Territory in their journey through it, and am justified in saying that they conducted themselves with propriety.

It is generally conceded that the said company was abundantly supplied with traveling and extra horses, cattle, &c. They had about thirty good wagons, and about thirty mules and horses, and six hundred head of cattle, when passing through Provo City, Utah Territory. At Corn Creek, fifteen miles from Fillmore City, and one hundred and sixty-five miles south of this city, the company camped several days. At this place, and within a few miles of the Indian farm, (commenced a few years ago for the Pah-vant tribe, and all living on it,) it is alleged that the said emigrant company treated the Indians most inhumanly; such as poisoning a spring with arsenic, and impregnating dead cattle with strichnine. John D. Lee, living one hundred and fifty miles south of Fillmore, informed me that about twenty Indians and some cattle died from drinking of the poisoned water, and Indians from eating the poisoned meat.

Dr. Ray, of Fillmore City, assured me that one of his oxen died while the company was encamped in the neighborhood, and that his wife, while engaged rendering the tallow of the dead ox, became suddenly ill, and that a boy who was assisting her died in a few days.

I have not been apprised of any investigation at the time by the Indian officials who were then in the Territory, or of an official investigation by the proper authorities of Fillmore. It seems obvious that Dr. Ray's ox died about the time these unfortunate people were camped in the neighborhood. I cannot learn, however, of any difficulty the company had with the Pah-vant Indians while camped near them. The ox died unquestionably from eating a poisonous weed that grows in most of the valleys in this Territory, and it is by no means uncommon for cattle to get poisoned and die from the effects of this weed. One or two Indians died from eating of the dead ox, but I have not been apprised that this excited any of them against the emigrants. And after strict inquiry I cannot learn that even one Pah-vant Indian was present at the massacre. Those persons in Fillmore, and further south, who believe that a spring was poisoned with arsenic, and the meat of a dead ox with strichnine, by said company, may be honest in their belief, and attribute the cause of the massacre to the alleged poisoning. Why an emigrant company, and especially farmers, would carry with them so much deadly poison is incomprehensible. I regard the poisoning affair as entitled to no consideration. *In my opinion, bad men*, for a bad purpose, have magnified a natural circumstance for the perpetration of a crime that has no parallel in American history for atrocity.

I hear nothing more of the emigrant company until their arrival in Mountain Meadow valley, about the 2d or 3d of September, 1857. This valley is seven miles in length east and west, and one to three wide—a large spring at each end. In about the centre, and from north to south-east, is what is termed the "rim of the basin." East of this the waters go to the lakes of Utah Territory, and those west into the Pacific. The valley is well hemmed in by high hills or mountains; is almost a continuous meadow, affording an abundance of pasture.

At the spring in the east end is a house and corral, occupied in September, 1857, by Mr. Jacob Hamblin. It is due to Mr. Hamblin to say that he left home several weeks before the company arrived in the valley, and returned home several days after the massacre.

David Tulis (was living with Mr. Hamblin) says: "The company passed by the house on Friday, September 2d or 3d, towards evening; that it was a large and respectable-looking company. One of the men rode up to where I was working, and asked if there was water ahead. I said, yes. The person who rode up behaved civilly. The company camped at the spring in the west end of the valley. I heard firing on Monday morning, and for four or five mornings afterwards; if there had been firing during the day, I could not have heard it on account of the wind."

I then asked Mr. Tulis the following questions, and received answers, to wit:

1. When you heard the firing first what was your opinion of its cause?

Answer. I believed it was the Indians fighting the emigrant company camped at the spring at the other end of the valley

2. Why did you not notify the nearest settlement?

Answer. I thought or expected that the people of the nearest settlement knew of the fight.

3. Why did you suppose so?

Answer. Because I saw Indians riding back and forwards on the road.

4. Was you afraid?

Answer. I was a little timid.

5. How soon did you see white men?

Answer. Two or three days afterwards, (that is, after the massacre;) these persons looked like travelers. I think they went to bury the dead.

6. Did you see many Indians during the fight?

Answer. During the fighting the Indians continued to run to and fro on the road.

7. How many were in the train?

Answer. I suppose 70 to 100; there seemed to be a good many women and children.

8. Did you hear any talk about the massacre?

Answer. Yes.

9. What did you hear was the cause of the massacre?

Answer. I heard afterwards; because the emigrant party poisoned the spring or some cattle at Corn creek.

10. What was your own opinion of the cause?

Answer. I thought there must have been some fuss with the Indians along the road somewhere. I heard that the emigrant party had poisoned a spring at Corn creek.

11. What became of the property?

Answer. The Indians drove all the cattle and horses away. I heard they burned the wagons where they were camped.

12. What was done with the children immediately after the massacre?

Answer. I heard the Indians took them to Cedar City. I also saw the Indians drive some cattle towards Cedar City.

13. Did you ever see any of the property in the possession of whites?

Answer. No.

14. Did you ever hear any one talk about the property?

Answer. No.

15. Did you ever hear of any one escaping from the fight or massacre?

Answer. I heard of one; and he was afterwards killed at the Muddy or Los Vagos river.

This is part of the statement of D. Tulis, made to me in presence of William H. Rodgers, April 13 last, while on my trip to Santa Clara. He was traveling with us from *Painter* Creek.

I will give you a few extracts from the statements by Alfred, who is a civilized Shoshonee Indian, raised by Mr. Jacob Hamblin, and was then and is still living with him. Alfred says:

"I saw the company passing our house about sun down. It was a

large company. They camped at the spring in the other end of the valley. A day or two after passing our house, I heard firing when in bed; it continued all day four days.

Question. Why did you not go there?

Answer. I had not time; I was attending to the sheep. The time they were killed, I was about a mile from them. I saw some Indians killing them. They shot some with arrows and guns, and others were killed with clubs. I talked with some of the Indians (the day they were killed;) they were mad and I was afraid to talk much to them. Some of the Indians, during the four or five days firing, rode to and fro towards *Painter* Creek settlement, about ten miles east of the Mountain Meadow valley; they were riding over the hills, and riding very fast.

Question. Why did you not, during the four or five days firing, notify the people of *Painter* Creek and Cedar City of the fight?

Answer. I told Mr. Tulis and those at the house, when I came in from herding, about the Indians fighting the emigrants. Mr. Tulis told me to mind my business and attend to my herding. I saw the Indians killing the whites.

Question. How did the emigrants get out of the corral?

Answer. They thought the Indians had all left, and then they started out and were coming to our house, and when they were about a mile from the wagons, the Indians who were hid behind oak brush and sage fell on them. I went to the place the same day and saw the dead lying about. Some were stript and some were dressed. The Indians were mad, scolding and quarrelling. I saw the children going past our house. (Mr. Hamblin's.) All the children stopped at our house.

Question. Who brought the children to Mr. Hamblin's house?

Answer. Mr. David Tulis brought them all to our house in a wagon about dark, the same evening of the day of the massacre.

Question. Was Mr. Jacob Hamblin at home when the company arrived in the valley and the day of the massacre?

Answer. He left home several weeks before the company arrived, and returned several days after the massacre.

These persons lived at Mr. Hamblin's, and within three and a half miles of the spot where the killing was done; yet neither were there, if one is to believe them.

I conclude from the most reliable information that the company promiscuously camped near the spring, intending to remain some days to recruit the stock, preparatory to crossing the several deserts before reaching California. They had no apprehension of serious danger when they first reached the valley, and for several days afterwards, or from Friday until Monday morning. The company then corraled the wagons and made a protective fort, by filling with earth the space under the wagons. I saw the evidences of this last April.

The Indians got into a state of tremendous excitement, through misrepresentations of the foulest character, about the supposed poisoning at Corn Creek.

The Peyute Indians, inhabiting the southern portion of this Territory are divided into ten bands, roaming from Beaver valley to the

California line, and have received and are receiving considerable assistance from the whites. Most of the Indians from the several bands, adjacent to the Mountain Meadow valley, were concentrated at or near the valley. These Indians received their instructions from white men. In pursuance to arrangements, the first attack was made on the unfortunate company by Indians on Monday morning, and continued daily until Friday morning, September 9. The camp was surrounded continually, preventing any one from leaving the corral without hazarding life, during five or six days.

It is impossible to comprehend the immense suffering. On the fatal morning two wagons approached the corral, and several whites effected a compromise, the emigrants giving up all their arms, with the assurance that the lives of all should be saved and conducted back in safety to Cedar City. The company started under the care and direction of white men; the wounded, old women, and children were taken in the two wagons. They proceeded about one and a half mile toward Cedar, when suddenly, and in obedience to a signal, the work of death commenced. The murderers were secreted in a few acres of oak brush and sage, the only thing of the kind I saw in the valley. My impression is that from one hundred and fifteen to one hundred and twenty were there murdered. Several escaped; only three got out of the valley; two of whom were soon overtaken and shot down. One adult got as far as the Muddy, and was returning with two persons from California; but he was also overtaken and shot by Indians.

From the evidence in my possession, I am justified in the declaration that this massacre was concocted by white men and consummated by whites and Indians. The names of many of the whites engaged in this terrible affair have already been given to the proper legal authorities.

I will in due time take the necessary steps for the recovery of the property, which was sold and divided among certain parties.

The seventeen little children, all that I can learn of, were taken after the massacre to Mr. Hamblin's house by John D. Lee, David Tulis, and others, in a wagon, either the same evening or the following morning. The children were sold out to different persons in Cedar City, Harmony, and Painter Creek. Bills are now in my possession from different individuals, asking payment from the government. I cannot condescend to become the medium of even transmitting such claims to the department.

I feel confident that the children were well cared for whilst in the hands of these people. I found them happy and contented, except those who were sick.

Below is a list of the children recovered by me and brought to this city, fifteen of whom are now *en route* to Arkansas, and two detained to give evidence:

John Calvin Sorel; Lewis and Mary Sorel; Ambrose Miram, and William Taggit; Frances Horn; Angeline, Annie, and Sophronia or Mary Huff; Ephraim W. Huff; Charles and Annie Francher; Betsey

and Jane Baker; Rebecca, Louisa, and Sarah Dunlap; William (Welch) Baker.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Supt. Indian Affairs Utah Territory.

Hon. A. B. GREENWOOD,
Com. of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, August 15, 1859.

SIR: From information just received from Robert B. Jarvis, Esq., late Indian agent, in Utah Territory, I learn that the children, rescued from the Indians in that Territory, and who are survivors of the massacre at Mountain Meadow, in 1857, will not probably reach Leavenworth City until sometime between the 1st and 5th September proximo. Mr. Jarvis accompanied them as far as Fort Laramie.

You are thus informed, in order that you may not be disappointed by any delay to which you may be subjected, after reaching Leavenworth City, by the non-arrival of the party in charge of the children.

In this connection, I would remark that Mr. Jarvis has furnished this office with a list of articles, received from the Superintendent of the Indian Affairs, Utah Territory, and which he has turned over to the proper officer of the expedition; and I inclose a copy thereof, in order that you may, upon the arrival of the children, be enabled to designate such articles or utensils as may have been consumed, lost, or destroyed, and upon the remainder being delivered to you, you should give duplicate receipts for the same, one of which is to be forwarded to this office, the other to be retained by the officer now having them in charge, to whom Mr. Jarvis has stated he will write, requesting him to turn over the articles to you upon your application for them.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

WILLIAM C. MITCHELL, Esq.,
Special Agent, &c.

Care of Smoot, Russell & Co., Leavenworth City, Kansas Territory.

CAMP FLOYD, UTAH TERRITORY, *August* 18, 1859.

SIR: Inclosed herewith you will find an affidavit of Captain Lynch and others, in relation to the massacre at the Mountain Meadows. This affidavit I have been permitted to forward to you for your information in relation to the sad affair of which it treats. One thing I think you may regard as certain, that is, that these children never were in the hands of Indians. Were never purchased of any one, but were parceled out among the murderers, and that Dr. Forney and Hamblin knew it.

This affidavit may also be useful to the administration in explaining the differences existing among federal appointees in Utah.

I assure you, sir, that it affords me no pleasure to give you this information, I do so *only* under a strong sense of duty.

I am, sir, your obedient servant,

D. R. ECKELS.

Hon. SECRETARY OF INTERIOR,

NOTE.—I am informed that Captain Lynch has chosen to make a copy of these affidavits public.

D. R. ECKELS.

UTAH TERRITORY, *Cedar County, ss:*

James Lynch, of lawful age, being first duly sworn, states on oath, that he was one the party who accompanied Dr. Jacob Forney, superintendent of Indian affairs, in an expedition to the Mountain Meadows, Santa Clara, &c., in the months of March and April last, when we received sixteen children, sole survivors of the wholesale massacre perpetrated at the former place in the month of September 1857. The children when we first saw them were in a most wretched and deplorable condition; *with little or no clothing, covered with filth and dirt,* they presented a sight heart-rending and miserable in the extreme. The scene of the fearful murder still bears evidence of the atrocious crime, charged by the Mormons and their friends to have been perpetrated by Indians, but really by Mormons disguised as Indians, who, in their headlong zeal, bigotry, and fanaticism, deemed this a favorable opportunity of at once wreaking their vengeance on the hated people of Arkansas, and of making another of those iniquitous "blood offerings" to God, so often recommended by Brigham Young and their other leaders. For more than two square miles the ground is strewn with the skull bones and other remains of the victims. In places the water has washed many of these remains together, forming little mounds, raising monuments as it were to the cruelty of man to his fellow man. Here and there may be found the remains of an innocent infant beside those of some fond, devoted mother, ruthlessly slain by men worse than demons; their bones lie bleaching in the noon-day sun, a mute but an eloquent appeal to a just but offended God for vengeance. I have witnessed many harrowing sights on the fields of battle, but never did my heart thrill with such horrible emotions, as when standing on that silent plain contemplating the remains of the innocent victims of Mormon avarice, fanaticism, and cruelty.

Many of these remains are now in possession of a Mr. Rodgers, a gentleman who accompanied us upon the expedition. Why were not these remains interred, if not in a Christian-like and proper manner, at least covered from the sight? But no, the hatred of their murderers extended to them after their death. There they lay, a prey to the famished wolves that run howling over the desolate plains to the unlooked-for feast, food for the croaking raven that through the tainted air with swift wing wended their way to revel in their banquet of blood.

I inquired of Jacob Hamlin, who is a high church dignitary, why these remains were not buried at some time subsequent to the murder. He said the bodies were so much decomposed that it was impossible to inter them. No longer let us boast of our citizenship, freedom, or civilization. Here was one hundred and forty poor, harmless emigrants to California butchered in cold blood, by white men, too, with attending circumstances far exceeding anything in cruelty that we have ever heard of or read of being perpetrated, even by savages. It is now high time that the actors and instigators of this dreadful crime should be brought to condign punishment. For years these Mormons have possessed an immunity from punishment, or a sort of privilege for committing crimes of this nature, but soon, it is to be hoped, a new state of things must dawn—retribution must come—vengeance must be had, civilization, humanity, and Christianity call for it, and the American people must have it. Blood may be shed, difficulties may be encountered, but just as sure as there is a sun at noon-day, retribution will yet overtake the guilty wretches, their aiders, abetters, whether open *or hidden under disguise of government employment.*

John D. Lee, a Mormon president, has knowledge of the whereabouts of much of the property taken from these ill-fated emigrants, and, if I am not misinformed, in possession of a large quantity of it. Why not make him disgorge this ill-gotten plunder, and disclose the amount escheated to and sold out by the Mormon Church as its share of the blood of helpless victims? When he enters into a league with hell and a covenant with death, he should not be allowed to make feasts and entertain government officials at his table as he did Dr. Jacob Forney, superintendent of Indian affairs, while the rest of his party refused, in his hearing and that of Lee, to share the hospitality of this *notorious murderer*—THIS SCOURGE OF THE DESERT. This man Lee does not deny, but admits that he was present at the massacre, but pretends that he was there to prevent bloodshed; but positive evidence implicates him as the leader of the murderers too deeply for denial. The children point him out as one of them that did the bloody work. He and other white men had these children, and they never were in the hands of the Indians, but in those who murdered them, and Jacob Hamlin and Jacob Forney know it. The children pointed out to us the dresses and jewelry of their mothers and sisters that now grace the *angelic* forms of these murderers' women and children. Verily it would seem that men and women alike combined in this wholesale slaughter.

This ill-fated train consisted of eighteen wagons, eight hundred and twenty head of cattle, household goods to a large amount, besides money, estimated at eighty or ninety thousand dollars, the greater part of which, it is believed, now makes rich the harems of this John D. Lee. Of this train a man, whose name is unknown, fortunately escaped at the time of the massacre to Vegas, one hundred miles distant from the scene of blood, on the California road. He was followed by five Mormons who, through promises of safety, &c., prevailed upon him to begin his return to Mountain Meadows, and, contrary to their promises and his just expectation, they inhumanly butchered him, laughing at and disregarding his loud and repeated cries for

mercy; as witnessed and told by Ira Hatch, one of the five. The object in killing this man was to leave no witness competent to give testimony in a court of justice but God, whose ways are inscrutable, has thought proper, through the instrumentality of the "babes and sucklings" recovered by us, to bring to light this most horrible tragedy, and make known its barbarous and inhuman perpetrators.

Already a step has been taken by Judge Cradlebaugh in the right direction, of which we see the evidence in the flight of presidents, bishops, and elders to the mountains, to escape the just penalty of the law for their crimes. If the vengeance of the Lord is slow, it is equally sure. The Mormons, who *know better*, have reported that the principals and, in fact, all the actors in this fearful massacre, were Indian savages; but subsequent events have thrown sufficient light upon this mystery to fix the foul blot indelibly upon the Mormon escutcheon. Many of the leaders are well known. John D. Lee was the commander-in-chief. President Haight and Bishop Smith, of Cedar City, and, besides these, one hundred actors and accomplices, are known to Judge Cradlebaugh and Dr. Forney. Some of those implicated are and have been in the confidence and under employment of the superintendent of Indian affairs. Bishop Hamlin, for instance, who is employed by Dr. Forney among the Indians down south, who knows all the facts, but refuses to disclose them, who falsely reported to Dr. Forney that the children we brought away were recovered by him from persons who had bought them from Indians, and who knew that what he reported was false, and was so done to cheat the government out of money to again reward the guilty wretches for their inhuman butcheries. It is pretended that this man is friendly towards the United States government; yet it is a well-known fact that he screened some of these murderers about his house from justice, among whom are an Indian named George, and a white man by the name of Tillis, recognized by one of these children—a little girl eight years old, who has been sent off to the States by Dr. Forney—as the man who killed her mother.

Hamlin cannot be a Mormon bishop and a friend of the United States, at least, *where Mormons or Mormonism is concerned.* His creed and oaths forbid it, and he could not, if he would, with safety to himself, do it. Then, why not out with him? Dr. Forney can find another and more trustworthy agent than he. Why, then, keep and patronize the abettor of crime?

Before I close, my duty to my country calls upon me to state to the public the course of Dr. Forney to engender in the minds of the Mormons feelings of antipathy and opposition to the judiciary, and the many obligations which he violated and promises which he disregarded during this trip.

I left Camp Floyd in March last, in charge of thirty-nine men, emigrating to Arizona. About the 27th of that month we came up with Dr. Forney, at Beaver City, who there informed me that he was *en route* to the scene of the Mountain Meadow massacre and Santa Clara, to procure evidence in relation thereto, and to secure the surviving children. He informed me that all his men had left him, being Mormons, and who, before leaving, had informed him (Forney) that

if he went down south the people down there would make an eunuch of him, and asked us for aid and assistance. I cheerfully placed the whole party at his command, telling him that he had started upon an errand of mercy, and it was strange that he should have employed Mormons, the very confederates of these monsters, who had so wantonly murdered unoffending emigrants, to ferret out the guilty parties.

He was left without a man, and we found him guarding his mules and wagons. He requested two of the men of my party (Thomas Dunn and John Lofink) to return to Great Salt Lake City with him, promising to give them employment during the following summer and the winter. They consented to abandon their trip to Arizona upon these terms, and returned with the Doctor; and, I am sorry to say, that he violated his plighted faith and his solemn contract, on reaching the city, by immediately discharging them, without cause, and hiring Mormons to take their place, as, I am informed, has been his custom since he came into the valley.

I was with Dr. Forney from the time I joined him until he returned to the city of Salt Lake, having voluntarily abandoned my expedition to Arizona to aid in his humane enterprise, and during the trip I repeatedly heard him tell the Mormons "that they need not fear Judge Cradlebaugh," (whose disclosures and energy had created some alarm;) "that he (Forney) would have him removed from office; that the Mormons (murderers and all) were all included in the President's proclamation and pardon, and would not be tried or punished for any offense whatever committed prior to the issuing of the pardon; that Judge Cradlebaugh was not a fit man for office." In fact, abusing and slandering the judge in unmeasured terms, no language being too low or filthy to apply to him. I could arrive at no other conclusion, from his conduct, than that the Doctor desired to influence the mind of the Mormons against the judiciary, and that he cared more to create a prejudice against Judge Cradlebaugh's course in attempting to bring these murders to light, than he did to elicit the truth relative to the murders, and that he was only following out his instructions from the general government in going after the children, while he was availing himself of the journey to make a pilgrimage to the south settlements to abuse and traduce Judge Cradlebaugh, and arouse a feeling of resistance to his authority among the guilty murderers.

It is to be regretted that the Doctor has manifested so hostile a feeling to his associate federal officers, and that the course of the judges, and especially that of Judge Cradlebaugh, has to be criticised by such a man as Jacob Forney, a more veritable old granny than whom, in my opinion, never held official position in this country; and in this opinion I am borne out by the concurrent opinions of nearly all the Gentile population in Utah, who know him, as well as by many of the Mormon people. I now reside in Cedar county, Utah Territory.

JAMES LYNCH.

James Lynch, being duly sworn, states on oath that all the material facts stated by him in the foregoing affidavit, so far as he states the same as of his own knowledge, are true, and so far as he states the

same as from information derived from others, as also the conclusions drawn from the same, he believes to be true, and further saith not.

JAMES LYNCH.

Sworn to and subscribed July 27, 1859.

D. R. ECKELS,
Chief Justice of Supreme Court.

The undersigned state on oath, that the foregoing affidavit has been carefully read to them; that they are the identical persons named in it as having been employed by Dr. Jacob Forney to return with him to Salt Lake City; that they went from Beaver City with said Forney south, and back again, and that we fully concur in the statements made by James Lynch, Esq., in the foregoing affidavit, as to what we saw and heard on the trip, and the conduct of Dr. Forney, superintendent of Indian affairs, and further say not.

THOMAS DUNN.
JOHN LOFINK.

Subscribed and sworn to before me July 27, 1859.

D. R. ECKELS,
Chief Justice of Supreme Court.

[Telegraphic dispatch.]

FORT LEAVENWORTH, *August* 25.

Fifteen Mountain Meadow children arrived this morning from Utah. No arrangements have been made and no one is here to receive them. What shall I do with them? The Foster children have been delivered to their friends.

STEWART VAN VLIET.

General S. JESUP,
Quartermaster General, Washington.

[Telegraphic dispatch.]

LEAVENWORTH, *August* 25.

William C. Mitchell, of Arkansas, received the children of Mountain Meadow massacre.

WM. C. MITCHELL,
Special Agent.

A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, September 1, 1859.

SIR: Your letter of the 25th July last, inclosing the accounts for expenses incurred in recovering, maintaining, and finally sending to Fort Leavenworth the children surviving the Mountain Meadow massacre has been received, and as soon as the accounts are examined you will be informed of the result.

Very respectfully, &c.,

A. B. GREENWOOD,
Commissioner.

J. FORNEY, Esq., *Superintendent Indian Affairs,*
Great Salt Lake City, Utah Territory.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, September 7, 1859.

SIR: I have to acknowledge the receipt of your letter of August (no date) last, containing a fuller account than heretofore given of the Mountain Meadow massacre and of the children saved therefrom.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

J. FORNEY, Esq., *Superintendent Indian Affairs,*
Salt Lake City, Utah Territory.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, September 22, 1859.

SIR: Your letter dated July 2, in which you request me to ascertain the names of white men, if any, implicated in the Mountain Meadow massacre, reached me several weeks since, about 300 miles west of this city.

I gave several months ago to the Attorney General and several of the United States judges the names of those who I believed were not only implicated, but the hell-deserving scoundrels who concocted and brought to a successful termination the whole affair.

The following are the names of the persons the most guilty: Isaac T. Haight, Cedar City, president of several settlements south; Bishop Smith, Cedar City; John D. Lee, Harmony; John M. Higby, Cedar City; Bishop Davis, David Tullis, Santa Clara; Ira Hatch, Santa Clara. These were the cause of the massacre, aided by others. It is to be regretted that nothing has yet been accomplished towards bringing these murderers to justice. I could, perhaps, give some reasons for this. In the first place, no well-directed effort has been made to catch them. Second. The names of the guilty were paraded in the newspaper published here, called the Valley Tan. And in fact the names were made public by a judge and others, and all this before an attempt was made to catch them.

I am aware that certain parties here who talk loudest did not make a proper effort to bring to trial the Mountain Meadow offenders, by refusing to hold court within a reasonable distance of the parties and witnesses; said court refused to accept the services of the territorial marshal who proposed to apprehend the supposed guilty, and refused fifteen hundred dollars, which were offered by Hon. William H. Hooper, delegate to Congress from Utah, to aid in defraying the expenses; and I had the assurance of several leading Mormons that the supposed guilty should be arrested, and I had no reason to doubt their sincerity.

I remain, very respectfully, your obedient servant,

J. FORNEY,

Superintendent Indian Affairs, Utah Territory.

Hon. A. B. GREENWOOD,

Commissioner Indian Affairs, Washington, D. C.

Extract from Superintendent Forney's annual report, of September 29, 1859.

MOUNTAIN MEADOW MASSACRE.

A company of emigrants from Arkansas, emigrating to California, arrived and camped at a spring in the west end of Mountain Meadow valley on the 3d or 4th September, 1857. On the 9th of said month, and near the said spring, one hundred and fifteen to one hundred and twenty were inhumanly massacred. The lives of seventeen children were spared, who were from two months to seven years old. This massacre was brought to my official notice by a letter from the Hon. C. E. Mix, received June, 1858, instructing me to make inquiry, and recover, if possible, certain children, who, it was supposed, were saved from the massacre and were supposed to be living with Mormons and Indians. Sixteen of the surviving children were collected in July, 1858, and were placed in a respectable family in Santa Clara, three hundred and fifty miles south of this city, and were provided for by my directions. The seventeenth child was recovered last April. None of the children were claimed by or were living with or among the Indians. They were taken from the field of slaughter the evening of the day their friends were killed, and conveyed in a wagon to Mr. Hamblin's house, in the east end of the valley, by John D. Lee and Daniel Tullis, and perhaps others. The following day the children were divided out and placed in different Mormon families in Cedar City, Harmony, Santa Clara, &c., from whence they were collected in pursuance of my directions. A massacre of such unparalleled magnitude on American soil must sooner or later demand thorough investigation. I have availed myself during the last twelve months of every opportunity to obtain reliable information about the said emigrant company, and the alleged causes of and circumstances which led to their treacherous sacrifice.

Mormons have been accused of aiding the Indians in the commission of this crime. I commenced my inquiries without prejudice or

selfish motive, and with a hope that, in the progress of my inquiries, facts would enable me to exculpate all white men from any participation in this tragedy, and saddle the guilt exclusively upon the Indians; but, unfortunately, every step in my inquiries satisfied me that the Indians acted only a secondary part. Conflicting statements were made to me of the behavior of this emigrant company, while traveling through the Territory. I have accordingly deemed it a matter of material importance to make a strict inquiry to obtain reliable information on this subject; not that bad conduct on their part could in any degree palliate the enormity of the crime, or be regarded as any extenuation. My object was common justice to the surviving orphans. The result of my inquiries enables me to say that the company conducted themselves with propriety. They were camped several days at Corn creek, Fillmore valley, adjacent to one of our Indian farms.

Persons have informed me that, whilst there encamped, they poisoned a large spring with arsenic and the meat of a dead ox with strichnine. This ox died, unquestionably, from eating a poisonous weed, which grows in most of the valleys here. Persons in the southern part of the Territory told me last spring, when on a southern trip, that from fifteen to twenty Pah-vant Indians (of those on Corn Creek farm) died from drinking the water of the poisoned spring and eating of the poisoned meat. Other equally unreasonable stories were told me about these unfortunate people.

That an emigrant company, as respectable as I believe this was, would carry along several pounds of arsenic and strichnine, apparently for no other purpose than to poison cattle and Indians, is too improbable to be true. I cannot learn that the Pah-vants had any difficulty with these people. The massacre took place only about one hundred miles south of Corn creek, and yet not any of those Indians were present. Bad white men have magnified a natural cause to aid them in exciting the southern Indians, hoping that, by so doing, they could be relied upon to exterminate the said company and escape detection themselves. Thus, on the Monday morning subsequent to the Friday, 4th or 5th of September, the day they camped at the spring, the Indians commenced firing upon them, and continued daily until and during the eighth day of their encamping, but without accomplishing much. Several were killed, however, and a few wounded, When the company first apprehended an attack, they formed a corral with their wagons, and filled up with earth to the wagon beds, which made a protecting fort. White men were present and directed the Indians. John D. Lee, of Harmony, told me, in his own house, last April, in presence of two persons, that he was present three successive days during the fight, and was present during the fatal day. The Indians alone made their last attack on the 8th of September. On the 9th, John D. Lee and others, whose names I gave in my letter of the 23d ultimo, displayed a white flag, and approached the corral with two wagons, and had a long interview with the company, and proposed a compromise. What there occurred has not transpired. The emigrant company gave up all their arms, with the expectation that their lives would be spared, and they be conducted back to Panther creek and Cedar city. The old women, children, and wounded

were taken in the wagons, and the company proceeded towards Panther creek, when, suddenly, at a signal, the work of death commenced, about one and a half miles from the spring, at a place where there was about an acre of scrub-oak brush. Here not less, I think, than one hundred and fifteen men, women, and children, were slaughtered by white men and Indians. Three men got out of the valley, two of whom were soon overtaken and killed; the other reached Muddy creek, over fifty miles off, and was overtaken and killed by several Indians and one white man.

Thus terminated the most extensive and atrocious massacre recorded in American history. Whoever may have been the perpetrators of this horrible deed, no doubt exists in my mind that they were influenced chiefly by a determination to acquire wealth by robbery. It is in evidence, from respectable sources, that material changes have taken place in the pecuniary condition of certain individuals suspected of complicity in this affair. It is to be regretted that no well-directed effort has been made to bring the guilty to trial and punishment. I furnished to the proper officials the names of some of the persons who, I had reason to suppose, were instigators and participators in this unparalleled massacre, and also with the names of witnesses.

It was my intention to visit the southern portion of the Territory early last fall, for the purpose of bringing to this city the surviving children; but the public interest, the safety of emigrants and of the United States mail, then carried on the Northern California road, required my presence among the Indians in the Humboldt valley, which place I visited in September and October, 1858. Upon my return from that region, the weather was too inclement to travel, with so many little children, northwardly.

I started as early this spring as practicable, and arrived back with the children the beginning of May. It is proper to remark that when I obtained the children they were in a better condition than children generally in the settlements in which they lived.

In pursuance of instructions, I started fifteen of the surviving children, the 29th of last June, for Leavenworth City, under the general supervision of Major Whiting, United States army, and special care of several females. When I leave for the States, under your authority, I will take with me the two boys, who, at the time of the massacre, were respectively six and seven years old, and who were detained here by the United States attorney general, in the hope that important facts for testimony might be elicited from them.

It is proper, in connection with the foregoing, to state that this emigrant party, previous to the massacre, was in possession of a large quantity of property, consisting of horses, mules, oxen, wagons, and other valuables, as well as money, clothing, &c., not one particle of which has been satisfactorily accounted for, and which, in my opinion, was distributed among the *white* inhabitants who participated in this affair.

DUBUQUE, ARKANSAS, *October* 4, 1859.

SIR: Your letter of instruction of the 23d July came to hand the 9th of August. On the next day I set out on my mission for Fort Leavenworth, to receive the little children, survivors of the Mountain Meadow massacre, with a couple of two-horse wagons and a nurse. As the probable time of their arrival was between the 10th and 15th, I proceeded on horseback and arrived at Fort Leavenworth on the 22d, at which point I received intelligence from the department that the children were not expected at that point before the 1st or 5th September. The wagons arrived on the 25th. The same day the children arrived from Utah. The little children were in fine health. I received them, fifteen in number, five boys and ten girls. They were from the counties of Carroll, Johnson, and Marion. The relations and friends met them at Carrollton, Arkansas, the place of destination, on the 15th September, and took charge of those unfortunate children. They enjoyed fine health during the time they were in my charge. In consequence of protracted sickness which I have had, prevented me from making out my report at an earlier day.

I have the honor to be, most respectfully, your obedient servant,

WM. C. MITCHELL,
Special Agent.

A. B. GREENWOOD, Esq.,
Commissioner Indian Affairs, Washington, D. C.

DUBUQUE, ARKANSAS, *October* 4, 1859.

SIR: Agreeably to your letter to me, stating to call upon Major Whiting for the cooking utensils, together with the tent and equippage, Major Whiting wrote to Mr. Lee, wagon-master, to deliver to me all the articles received from Mr. Jarvis, belonging to the government, of the train that transported the survivors of the Mountain Meadow massacre. Mr. Lee had left the fort. I called upon Captain Van Pelt at Fort Leavenworth. He sent a young man, and he delivered me a tent and fixtures, together with a few cooking utensils. I wanted to give my receipt to Captain Van Pelt for them, and he said they were not worth receipting for. I sold them for sixty-three dollars and forty cents, which I have placed to the credit of the department. I employed an additional wagon and team for thirteen days—Mr. J. McDowney. I paid the nurses from Utah and hold J. Forney's (superintendent of Indian affairs of Utah) obligation, which will be seen from these vouchers.

Yours, most respectfully,

WM. C. MITCHELL,
Special Agent.

A. B. GREENWOOD, Esq.,
Commissioner of Indian Affairs, Washington City, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, October 6, 1859.

SIR: Referring to the letter to you from this office of the 13th of July, wherein you were advised that you had been selected to proceed to Fort Leavenworth, for the purpose of taking charge of the children who survived the "Mountain Meadow" massacre, and of restoring them to their friends and relatives, and to subsequent letters upon the same subject, and fearing, from the lapse of time that has occurred since the office heard of your departure from Leavenworth with the children, that any report which you may have forwarded has miscarried, I have to request that you will immediately upon reception of this letter transmit a duplicate of such report, or if, from any cause, you have not forwarded a report, together with your accounts, that you will lose no time in so doing, as it is very important that all accounts connected with the subject should be adjusted.

Very respectfully,

C. E. MIX,
Acting Commissioner.

WILLIAM C. MITCHELL, Esq.,
Dubuque, Marion County, Arkansas.

FORT LARAMIE, *November* 2, 1859.

DEAR SIR: I have with me John Calvin Sorel and Ambrose Miram Taggit, the two boys belonging to the Mountain Meadow children, who were detained last summer, by request of Attorney General Wilson, to give evidence in a trial against the perpetrators of the massacre.

General Wilson has since left the Territory, and, in my opinion, there is but a slender prospect of even a court being held soon, within a sufficiently reasonable distance to insure success, where the massacre was committed, and where the guilty and witnesses are living. In view of these considerations, I have deemed it most prudent to bring the boys with me, and hope to get in safety to Fort Leavenworth in eight or ten days after this letter reaches you.

Your advice of the disposition of these children is respectfully solicited. Both boys give a very interesting account of the massacre, and, if it is desirable, I will bring them to Washington.

Ambrose Miram informs me that he has no near relations. I am, consequently, anxious to take this boy into my family and do for him as for a child.

I remain, very respectfully, your obedient servant,

J. FORNEY.

Hon. A. B. GREENWOOD,
Commissioner Indian Affairs, Washington, D. C.

[Telegraph.]

OFFICE INDIAN AFFAIRS, *November* 30, 1859.

Bring the boys to Washington.

A. B. GREENWOOD,
Commissioner.

J. FORNEY, *Supt. Indian Affairs.*

Care Smoot, Russell & Co., Leavenworth City, Kansas.

[Telegraph.]

OFFICE INDIAN AFFAIRS, *December* 2, 1852.

Bring the boys here.

A. B. GREENWOOD,
Commissioner.

J. FORNEY, Esq.,
Supt. Indian Affairs, St. Louis, Mo.

FORT BRIDGER, UTAH,
December 4, 1859.

SIR: In submitting an annual report of the condition of Indian affairs in Utah, it will be presumed that my observations have been limited to some particular tribe or tribes, or to certain geographical boundaries, as others have been engaged in the service in this Territory besides myself; but the peculiar method of conducting this service in this superintendency may justify a more general view of the subject.

So far as personal observations enable me to speak, there is less discontent, less destitution, and a greater disposition to good order than I have known since the commencement of my official services in the Territory. These observations, however, do not extend to those distant bands in the western and extreme southern portions of the Territory, consequently I can say nothing in regard to them upon better authority than that of rumor. It is consequently reported here that the Snake Diggers of the Humboldt and Goose creek countries have spent the season, as usual, in murdering and robbing the emigrant trains *en route* to California and Oregon.

In my report of September, 1856, having spent a great portion of the spring and summer seasons among them, I was enabled to treat more at length of the character, condition, and state of feeling of the various tribes of these very degraded people, to which I must refer you for particulars, as I presume their leading characteristics have not materially changed since that time.

My attention during the season has been directed more particularly to the different bands of the Utahs and Snakes proper, especially the

former, with whom I have lived almost exclusively since the first of January last, and devoted myself diligently in trying to induce them to cultivate the soil, and in endeavoring to instill into their benighted minds a knowledge of the arts of peace.

With what degree of success these efforts have been attended, it is, perhaps, impossible for me to speak at present. If, in any permanent degree, their wandering feet have been diverted from the paths of those natural or inborn national views, which point with so much certainty to their final extermination, it is to the future that we must look for its development. With a majority of the wild tribes it is useless to expect anything like a permanent change in the present generation. To the future, then, we must turn our anxious thoughts, and realize, in anticipation, the rewards of the toilings and care of the philanthropist. In the spring of 1856, I established those Indian settlements for the benefit of those bands of the Utah and Pah-vant Indians, who claim the lands now occupied by the white settlements. At each of these localities I have erected buildings suitable for the accommodation of a few white laborers, and for the storing of the crops, farming implements, &c., and assisted the chiefs and principal men in building suitable huts for themselves and families.

During the present year a small band of very degraded Utahs, known as the Sanpitches, have been located on the headwaters of Sanpitch creek, and also a small band of Utahs and Piedes, under a chief named Ammon, on Beaver creek, in Beaver county; the latter, however, with but little trouble or expense, except to supply the chief with a yoke of cattle to plow his land with.

For an estimate of the number of acres had under cultivation at each of these settlements this season, I must refer to my letter of the 30th June, to the Commissioner of Indian Affairs, a copy of which is herewith transmitted.

No further improvements have been made since that time, and only so much white labor has been employed as appeared indispensable to assist the natives in maturing and harvesting their abundant crops, an estimate of which is also transmitted herewith, together with a list of the property at each of these settlements, with an estimate of the value of the same.

The amount of grain, vegetables, and forage produced at these settlements this season, is deemed amply sufficient, not only to supply the wants of those bands who have made permanent abodes thereon, but also to furnish the means of subsistence temporarily for the more populous bands outside of the white settlements, who are occasionally reduced to the most extreme state of destitution, and whose annual visits among the white inhabitants have hitherto been a source of great trouble and expense. One of these pilgrimages was made into the Utah country this season, by those bands of the Utahs who claim the extensive country east of the Wahsatch mountains as their home.

These straying creatures had evidently two objects in their visit, first, to search for food; second, to see if all they had heard of their brethren in the valley having gone to work, and had plenty to eat, were true. And though they appeared agreeably surprised to witness with their own eyes, at least in part, the truth of what they had heard, their visit

was not by any means a pleasant one to myself. For it not only retarded the progress of our work, by the renewal of vicious and evil practises among the boys about the farms, but their constant and pressing importunities for the means of subsistence, with which it was almost entirely impossible for me to supply them, as I had already exhausted the appropriation for the fiscal year. It is due, however, to the Mormon community to admit, that these wants were greatly mitigated by the liberal contributions of flour, and other articles of food, made under the direction of their Indian missionary enterprise, whose agents were unusually active during the past season.

The plan of operating under this missionary system is quite peculiar to Mormonism, and perhaps the most objectionable feature in it is their inordinate desire to court the favor and alliance of the natives, to the exclusion and prejudice of all other communities; and, yielding too far to this disposition, not only tempt themselves with a violation of the laws of the country, but actually tempt the Indians to take advantage of their position, which they seem well to understand and appreciate, and tax them with a thousand annoyances that might otherwise be alleviated. At one time during the season, I was inclined to think that, with a little improvement, this system would be quite sufficient to subsist the Indians without the necessity of any exertions on their part whatever.

Unfortunately, these people have views peculiar to themselves, and interests separate and distinct from all other communities, and which are paramount to all other considerations, even the laws of the country not excepted; and these missionaries have objects to accomplish for which they labor continually, regardless of costs, how far soever they may fail of their attainment.

In confirmation of these assertions a mass of testimony might be adduced, but would perhaps be superfluous at present. The tone of the accompanying letter, however, by one of those missionaries, is not without some significance upon this point. Brigham Young has frequently boasted of his power and influence among the Indians, and the daring position that he now openly assumes towards the government and people of the United States, renders argument unnecessary to show the bearing of that influence. Many persons who have passed to and from California through Utah, will no doubt remember the words of caution which the Mormon people volunteer to offer them, after firstly inquiring what route they expect to take: "Look out! the Indians are very bad on that road!" Again: "If you aint careful the Indians will clear you all out before you get through!"

There is a degree of significance in such expressions which I shall endeavor to illustrate by the insertion of a few incidents, worthy of more public notoriety.

About the 3d of February last, two gentlemen, John Peltro and John Tobin, reached the Indian farm, on Spanish Fork, in company with several other persons, *en route* for California. Mr. Tobin had recently apostatized from the church, and was leaving behind a young wife. They had not left the farm till two other persons (Brigham Young, jr., son of *his excellency*, and a young man named Taylor) overtook them, and all remained over night at my house, and all

saddled their horses to leave at the same time the next morning. Mr. Peltro and his party, however, started first, but in a familiar tone asked Young and Taylor if they were going the same road. I heard Young say, in a low voice, "We will overtake you soon enough."

Soon after these parties left it was a common talk among the people that the Indians were very hostile on the southern road, and, as if to forestall the facts, it was remarked, before Mr. Peltro and his party had time to reach the southern settlements, that they had all been killed by the Indians.

On the seventh day of March, it was reported by the mail carrier that they had been attacked some time in the latter part of February, on the Rio Santa Clara, by a band of the Piede Indians, who fired upon them in the night while asleep, and robbed them of their property. Tobin was severely wounded in the face, a ball entering his cheek and passing out under his ear on the opposite side. Two others of the party were also wounded, but not so seriously. It is also reported by the mail party, that their blankets were literally covered with navy-sized pistol balls, and the Utah Indians are bold in asserting that the Piedes had nothing to do with it; and this opinion is also entertained by many white persons in the valley who dare not speak out.

On the tenth day of September last, George W. Hancock, a merchant in the town of Payson, came to the Indian settlements to look at some fat cattle that I proposed selling, and in course of conversation, said that he had learned that the California emigrants on the southern route had got themselves into a very serious difficulty with the Piedes, who had given them to understand that they could not pass through their country, and on attempting to disregard this injunction, found themselves surrounded by the Indians, and compelled to seek shelter behind their wagons. He said he had learned these facts from an express man, who passed his house that morning with a message from the Indians to *President Young*, inquiring of him what they must do with the Americans. The express man had been allowed one hundred consecutive hours in which to perform the trip of nearly three hundred miles and return, which Mr. Hancock felt confident he would do. On the day following, one of the Utah Indians, who had been absent for some days gathering pine nuts, west of the Sevier lake, returned, and said that the Mormons had killed all the emigrants. He said he learned this news from a band of the Piedes, but could not tell when the fight occurred, or how many had been killed. One of the Utahs, named Spoods, came to the farm on the morning of the 14th, having traveled all night, and also confirmed the report of the difficulty between the emigrants and the Piedes, but stated that when his brother Ammon (chief, who lives in the Piede country,) went to Iron county to persuade the Piedes to leave the road, the bishop told him that he had no business with the Piedes, and had better leave; whereupon an altercation arose between the bishop and the chief.

Spoods thought that the Piedes had been set upon the emigrants by the Mormons.

It soon began to be talked among the employés at the farm that all the emigrants on the southern road had been killed by the Piede

Indians, and the report was confirmed by several other persons who visited the farm; but the Indians insisted that Mormons, and not Indians, had killed the Americans.

This affair had become so much the subject of conversation, that, on the 17th, I started an Indian boy, named Pete, who speaks the English language quite fluently, with instructions to proceed to Iron county on a secret route, and to learn from the Piedes if possible, and also from the Utahs, what the nature of the difficulty was, and who were the instigators of it. He returned on the 23d, and reported that he only went to Ammon's village, in Beaver county, where he met a large band of the Piedes, who had just returned from Iron county.

They acknowledged having participated in the massacre of the emigrants, but said that the Mormons persuaded them into it. They said that about ten or eleven sleeps ago, John D. Lee came to this village, and told them that Americans were very bad people, and always made a rule to kill Indians whenever they had a chance. He said, also, that they had often killed the Mormons, who were friends to the Indians. He then prevailed on them to attack the emigrants, who were then passing through the country, (about one hundred in number,) and promised them that if they were not strong enough to whip them, the Mormons would help them. The Piedes made the attack, but were repulsed on three different occasions, when Lee and the bishop of Cedar City, with a number of Mormons, approached the camp of the emigrants, under pretext of trying to settle the difficulty, and with lying, seductive overtures, succeeded in inducing the emigrants to lay down their weapons of defense and admit them and their savage allies inside of their breastworks, when the work of destruction began, and, in the language of the unsophisticated boy, "*they cut all of their throats but a few that started to run off, and the Piedes shot them!*" He also stated that there were some fifteen or sixteen small children that were not killed, and were in charge of the bishop.

Lee and the bishop took all the stock, (over a thousand head,) as also a large amount of money. The Mormon version of this affair is that the Piedes went to the emigrant camp and asked for meat, and they gave them beef with strychnine upon it, and that when Brigham learned this fact, he sent word back to them "*to do with the Americans as they thought proper.*" But I have not yet been able to learn that the strynchnine had killed any of the Indians, or even made them sick. A report also reached the Indian farm on Spanish Fork, about the 15th of September, that the Snake Indians, under a chief named Little Soldier, had attacked an emigrant, named Squires, from Missouri, who was camped near Ogden, and driven off all his cattle, (over four hundred,) together with all the mules and horses belonging to him. But the Utahs made no hesitation in asserting that the Mormons took the stock themselves, and that they had learned all about it from some Gosh-Utes who live in Rush valley.

In confirmation of the truth of this report of the Utahs, I learned a few days ago from Ben Simon, a Delaware Indian, who lives with the Snakes in Weaber valley, that sometime in the early part of September, Dirnie B. Huntington, (interpreter for Brigham Young,) and Bishop West, of Ogden, came to the Snake village, and told the Indians that

Brigham wanted them to run off the emigrants' cattle, and if they would do so they might have them as their own. Simon says the Snake chiefs consulted him about the propriety of undertaking the theft, and he advised them to have nothing to do with the cattle, which course they concluded to adopt, but Huntington and West insisted on their taking the stock; whereupon the chiefs told them that they did not want it, and if the Mormons wanted it let them go and get it themselves, and so the interview ended. Simon thinks that if any of the Indians had anything to do with it they were hired by the Mormons, and says that he knows that the Mormons got the stock.

It may be objected by the incredulous that those charges are too vague and uncertain, and deficient in point of names and dates; in answer to which I would say, that the commission of these crimes need no proof, there existence being generally admitted. The only questions to be determined are who instigated them? and whose testimony is deserving the most credit—the Mormons or the Indians? And under existing circumstances I am free to say that I prefer yielding my credence to the more unsophisticated. I have frequently been told by the chiefs of the Utahs, that Brigham Young was trying to bribe them to join in rebellion against the United States by offering them guns, ammunition, and blankets, on condition that they would assist in opposing the advance of the United States troops into the Territory, and he has not only made these overtures by his agents, but has at sundry times made them in person. How far he may have succeeded in his plots of treason, at the expense of the government, may not as yet be fully known and understood, but one thing is certain, that the more powerful tribes of the Utahs and Snakes have so far resisted all the allurements that have been offered them and kept themselves untrammeled by this unholy alliance, and I am proud to say that they manifest no inclination whatever to participate in it.

And this fact has no doubt been a source of disappointment to this *ex officio superintendent of Indian affairs*, as he persists in styling himself, and invoked upon my head a series of persecutions, which ran so high, at one time, that the destruction of the Indian settlement on the Spanish Fork (as I am credibly informed) was actually resolved upon, and nothing, perhaps, but the fear of open hostilities with the Indians prevented them from executing their resolution.

Believing that I have maintained my position among them for the last three or four months under circumstances of the most extreme hazard to my life, I determined on the 27th day of September last to try to make my escape, and seek protection with the army then *en route* for Utah, and for an account of the particulars of that event I must refer to my letter of the 24th October to Colonel A. S. Johnston; a copy of which is also transmitted herewith.

The policy which I deemed advisable to pursue with the Indians in this Territory, so far as they have been placed under my control, has incurred heavier disbursements than the appropriations by Congress would enable the Commissioner to liquidate, and consequently exposed myself to the reproach of being regarded as an injudicious public officer, and unworthy of the public trust.

But of this I have no disposition at present to complain, as I have ever admitted the tenacity with which the administrators of the government adhere to rules of economy in disposing of the national treasure. Neither have I any particular desire to assume responsibilities, but the conviction that the service demands my utmost exertions impressed itself upon my mind with a force too powerful for me to resist, consequently I have maintained this policy under circumstances of the most extreme adversity, and more recently, of danger to my life; yet I am gratified to say that I now realize all that I could reasonably have anticipated, and in the midst of *rebellion* and *treason* on the part of the white population of Utah, I am able to present the major portion of the poor natives with hands unspotted and uncontaminated by this cursed evil. Having realized in this fact the consummation of my fondest hopes and only aim, I would respectfully say, in conclusion, that I have personally no further inclination to impose my services upon the country.

Respectfully, your obedient servant,

GARLAND HURT,
Indian Agent, Utah.

DR. JACOB FORNEY,
Superintendent.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, December 7, 1859.

SIR: I have to inform you that your account for transporting fifteen of the surviving children of the Mountain Meadow massacre, from Leavenworth, Kansas Territory, to Carrollton, Arkansas, transmitted to this office, as per your letter of the 4th of October last, has been examined and allowed, and this day referred to the Second Auditor for adjustment, and when settled the amount found to be due you will be forwarded to you from the Treasury Department.

Very respectfully,

A. B. GREENWOOD,
Commission.

WM. C. MITCHELL, Esq.,
Dubuque, Arkansas.

[Telegraph.]

WASHINGTON, *December* 10.

SIR: You will come on with the boys immediately, or send them, as there is an opportunity of sending them to Arkansas at a small expense, if brought at once.

Respectfully,

A. B. GREENWOOD,
Commissioner.

DR. JACOB FORNEY,
Kittaning, Armstrong County, Pennsylvania.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, December 12, 1859.

R: The Secretary of the Interior has this day been requested to
e to be remitted to you the sum of $142 63, balance found due in
settlement of your account.
perintendent Forney has just reached here with the two boys,
ivors of the Mountain Meadow massacre, who were retained in
h as witnesses; and I have availed of the presence of Major John
ry, who will leave to-morrow for Arkansas, to take charge of these
as far as Fayetteville, and there turn them over to A. M. Wilson,
., United States attorney, who has been requested to cause the boys
e conveyed to Carrollton and delivered to you, whence you will
ir and deliver them to their relations.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

ILLIAM C. MITCHELL, Esq.,
Crooked Creek, Carroll County, Arkansas.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, December 13, 1859.

R: The two boys, survivors of the Mountain Meadow massacre,
were retained in Utah Territory as witnesses, reached this city
erday in charge of Superintendent Forney, and I have determined,
ommunicated to you verbally some days since, to avail of your
emplated return to Arkansas to take charge of these boys as far as
etteville, and there turn them over to A. M. Wilson, United
es attorney, who has been requested to cause them to be conveyed
arrollton and delivered to W. C. Mitchell, Esq., to be delivered to
r relations. Mr. Mitchell has also been written to on the subject.
ou will be allowed ten cents per mile for each mile traveled, and
e dollars per day for any necessary detention on the route, (the
diem to commence with the 11th instant.) For the expenses of
boys, you will, when practicable, take vouchers, and when not
ticable to do so, your certificate on honor will be sufficient.
r. Lammond, disbursing agent of the department, has been re-
sted to pay to you $150, for which you will be held accountable,
er appropriation, "For defraying the expenses of the recovery and
restoration to their homes of the children surviving the massacre
Indians of the emigrant trains from Arkansas in the fall of 1857.
ou will turn over to Mr. Wilson such sums as may be necessary to
the expenses of the boys to Carrollton, taking his receipt for the
unt, which will be a voucher in your account.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Iajor JOHN HENRY,
Of Arkansas, Present.

C.

PROVO CITY, UTAH TERRITORY,
March 28, 1859.

SIR: On the 4th of this month I had the honor of addressing a communication to you in regard to the Mountain Meadow massacre, which occurred in the southern part of this Territory in the month of September, 1857.

Since writing that letter, I have had an opportunity in this city of conversing with persons who were in that vicinity at the time of the massacre; the affidavit of one of whom, Henry Higgins, and the affidavit of the other, who is now with Dr. Forney, I will take upon his return.

The statements of these persons go to show that there were other persons engaged in that massacre besides Indians, and these other persons, it is alleged, were Mormons inhabiting that section of the Territory.

I am now, and have been since my arrival in the Territory, endeavoring to obtain all the reliable information I can in regard to the massacre, and the parties said to have been engaged in it; and I shall continue to do so until the matter shall be brought to a public investigation and trial.

Dr. Forney, the superintendent of Indian affairs, is now en route for that part of the Territory, and he will, on his return to Great Salt Lake City, furnish me with whatever information he can gain from Indians and others as I have requested of him.

The only information like evidence which I have been able to get, so far, connecting the Indians, or Mormons, or any other persons, with the massacre are the statements of the persons above referred to. The substance of the affidavit of Higgins is, that he was living at Cedar City at the time; and one evening, some two or three days before the massacre, he saw about two dozen armed men leave Cedar City, in wagons and on horseback, in the direction of the Mountain Meadows. The Mountain Meadows are about thirty-five miles in a south-westerly direction from Cedar City. These men were absent some three or four days; but he has no positive knowledge of where they were. Shortly after he heard of the massacre, which information he obtained from Indians. He saw some cattle and other property in the possession of persons in Cedar City and Harmony, which he believed had belonged to the murdered emigrants. He saw the emigrant train when it passed through Cedar City; but was at the time six or seven miles off, herding cattle.

The United States district court for the second judicial district, Judge Cradlebaugh presiding, met in Provo on the 8th instant; and the judge, among other matters, made mention of the Mountain Meadow massacre as a matter for their investigation; but the grand jury were discharged on the 21st instant, and their time having been fully occupied with other murder cases, they had no time to investigate the Mountain Meadow massacre.

The Mountain Meadows are 300 miles south from this place, and 350 miles from Great Salt Lake City. In view of the great distance, and the difficulty of getting witnesses, I think that the best method of promptly and efficiently investigating and trying this case would be for a court to be held in that vicinity for that special purpose, or for a judge to go down there, and, in the capacity of a committing magistrate, make all the necessary preliminary investigations. I have made these suggestions to Judge Cradlebaugh, who is now acting as a committing magistrate here in other cases, and he is also of opinion, and so expressed himself to me, that that is the proper course, to make the investigations at the scene of the massacre, or as near there as practicable.

In the meantime, I shall continue to collect all the facts I can on the subject, and, if desired, I will transmit the same to your department, or the substance thereof.

I have the honor to be, very respectfully, your obedient servant,

ALEXANDER WILSON,
United States Attorney for Utah Territory.

Hon. JACOB THOMPSON,
Secretary of the Interior, Washington City.

DEPARTMENT OF THE INTERIOR,
Washington, April 25, 1859.

SIR: In reply to your letter of the 4th ultimo I have to advise you that measures have been taken to return to their homes the children who survived the massacre referred to through the Indian branch of the public service.

In respect to the investigations which you propose, it is hoped that you will exert yourself within the line of your official duties to bring the murderers to justice. The superintendent of Indian affairs will doubtless be able to furnish you with all the information that can be obtained, and upon this it will be your duty to act.

I am, sir, &c.,

J. THOMPSON,
Secretary.

A. WILSON, Esq.,
U. S. Attorney, Great Salt Lake City, Utah Territory.

GREAT SALT LAKE CITY, UTAH TERRITORY,
March 4, 1859.

SIR: I have the honor of transmitting to you a statement concerning the massacre of certain emigrants who were passing through this Territory in the month of September, 1857, for California. They were mostly, if not all, from the State of Arkansas, and were well provided with stock, wagons, &c., to make permanent settlements in their proposed new home.

The massacre, it appears, is laid to the charge of the Indians, to whom, it is said, they became obnoxious while passing through their settlements in the southern part of this Territory. The first attack was made on them on the 8th of September, at which time a number were killed and wounded. Shortly after, either on that or the next day, the emigrants made a corral with their wagons, which afforded protection and enabled them to keep at bay their enemies; but, owing to the absence of water in the corral, they were soon reduced to great distress and suffering.

After remaining in this condition for several days, being continually surrounded by their enemies, and several having been killed in the attempt to get water, it appears that an offer was made to spare their lives and let them go on their journey if they would give up their arms and property.

This proposition, it appears, was accepted because, for the want of water, they were reduced to the last extremity. But after they had parted with their arms and were marching out of the corral they were treacherously murdered, every living soul, all cut off, save only seventeen children, ranging from 3 to 7 years of age, but who were unable to tell their names or kindred. There were 119 killed. A more cold-blooded butchery I have never heard of.

The massacre occurred on what is called the Mountain Meadows, about 300 miles south of Great Salt Lake City, and near the Santa Clara road to California, within the limits of this Territory.

Through the humane exertions of Dr. Forney, the superintendent of Indian affairs, the children that were saved have been recovered from the Indians, and he has them in his charge, kindly cared for.

His excellency Governor Cumming and Dr. Forney have been, since their arrival in this Territory, diligently inquiring into the circumstances of this horrible massacre, with a view, if possible, to ascertain the truth concerning it, and the cause which prompted as well as the parties engaged in it, but as yet they have been unable to obtain any clew, either satisfactory or of a kind to warrant proceedings of a public nature.

Dr. Forney, in the course of his official duties, will visit, in a few days, the region of country and the place at which the massacre occurred, and he will make every effort in his power to ascertain the real facts in the case. As yet, his inquiries as well as those of the governor have been conducted with secrecy, as this is thought to be the best and only method of securing reliable information, or, at least, a sufficient starting point for public investigation.

A mystery seems to shroud this wholesale butchery, but I entertain the hope that an avenging God will speedily bring to light the perpetrators.

My object in writing to you, as I have no doubt you have been officially informed of the massacre from other sources previous to my arrival in the Territory, is to ask for instructions as to how I shall proceed and what I shall do in the matter. It is such a terrible affair, and its ramifications may involve such serious consequences, that I desire, if it is the wish of the government that I should, in my official capacity, investigate it, to proceed according to instructions from your

department or from the proper source at Washington, should it be determined not to come under your official cognizance.

May I respectfully ask for an early reply.

I have the honor to be, sir, very respectfully, your obedient servant,

ALEXANDER WILSON,
U. S. Attorney for the Territory of Utah.

Hon. JACOB THOMPSON,
Secretary of the Interior, Washington City.

D.

List of papers from the office of the Commissioner of Indian Affairs, relative to massacres in Utah subsequent to that of Mountain Meadows.

1. Letter and accompanying papers from J. Forney, superintendent, &c., to Commissioner A. B. Greenwood, dated August 2, 1859.
2. Letter from J. Forney to Commissioner A. B. Greenwood, August 10, 1859.
3. Letter and accompanying papers from F. Dodge to Commissioner Greenwood, September 3, 1859.
4. Letter from Commissioner Greenwood to J. Forney, September 6, 1859.
5. Letter from Commissioner Greenwood to J. Forney, September 8, 1859.
6. Letter from Hon. D. R. Eckles to Hon. Secretary of the Interior, September 23, 1859, with accompanying papers.
7. Extract from Superintendent Forney's report of September 29, 1859.
8. Letter from D. R. Eckles to Secretary of the Interior, October 25, 1859, with accompanying papers.
9. Report of F. W. Lander, Superintendent, &c., to the Commissioner of Indian Affairs, dated February 18, 1860.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August 2, 1859.

SIR: Inclosed is a copy of a letter received yesterday evening, in relation to supposed Indian depredations several hundred miles north of this city, on the California road; also, a copy of my letter to his excellency Governor Cumming, on the same subject.

I will leave in a few hours for Box Elder and such other points as may be deemed advisable.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs U. T.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington, D. C.

BRIGHAM CITY, BOX ELDER COUNTY, U. T.,
August 1, 1859.

DEAR SIR: Agreeable to your request that I should inform you whenever any movement of the Indians took place, of any importance, in this part of your superintendency, I wish to say to you that some Indians came in yesterday from the north, with reports that some whites had been murdered some 200 miles north of this, on the California road. The reports were so vague and contradictory that at first

I did not consider it worthy of credence; but having afterwards learned that some Indians had in their possession some horses, mules, oxen, and other property unusual for them to traffic in, trying to trade the same to citizens in the suburbs of the city, I thought best to institute an inquiry in reference to the matter. I fear the report is too true, though there is much contradiction in regard to the circumstances and extent of the murder. One report is, that two Indians entered a camp of emigrants to do some trading, and were killed by said emigrants. The Indians then gathered their forces and revenged their death by killing five men and two women belonging to said camp. Other reports make the number of the whites killed more, and state other causes for the massacre.

I send this by Mr. Nichols, bishop of this settlement, who will give you further particulars. I also send by him a daguerreotype, which has been obtained from the Indians by one of our citizens and given to me to send down to you It is stated by the Indians to belong to some of the murdered party.

Yours, with much respect,

SAMUEL SMITH.

Dr. FORNEY, *Superintendent Indian Affairs.*

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August 2, 1859.

SIR: Inclosed is a copy of a letter just received. The bearer of the letter gives additional information, which, with the letter, leaves scarcely a doubt but that an emigrant train has been attacked, and a portion or all murdered by Indians, supposed to be from the State of Oregon. It is said the murder was committed near the Goose Creek mountains.

A small military force should be sent north. I will go north to-morrow.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs for Utah.

His Excellency A. CUMMING,
Governor of Utah.

SUPERINTENDENT'S OFFICE, UTAH,
Great Salt Lake City, August 10, 1859.

SIR: I returned yesterday morning from the North, where I mentioned I was going in a letter to you by last mail, to ascertain the correctness of a supposed massacre near the Goose Creek mountains of a California train. Other information and circumstances in addition to that herewith inclosed leave no doubt in my mind but that six men and one woman were killed and six men and two women wounded, several of the men it is supposed mortally. This occurred 24th July last in a cañon on Sublett's cut-off, fifteen miles from Raft river, in Oregon, by Bannack Indians from Oregon, and from fifteen to twenty

Shoshonees, belonging to four bands in the northern part of this Territory. Those Shoshonee Indians were evidently participants, as they brought horses, mules, and cattle to the Indian encampment, adjacent to Brigham City, (sixty miles north of this city,) where I was last Saturday and Sunday. The Indians also exhibited Colt's revolvers, a few watches and jewelry, and gold coin. I was informed that the settlers refused to purchase any of the property. A very small number of the many passing emigrants bought a very few articles of those Indians, it is said. The Indians evidently had spies out, who communicated my movements to their camp, which was suddenly broken up the day before my arrival at Brigham City.

The place where the massacre was committed is about 140 miles from that city, and the distance, and no apparent necessity, and so much to do elsewhere, prevented my visiting the spot. The wounded, and those unhurt, and the property that was left, were taken in charge by another train, and were proceeding towards California. It is too true, I fear, that two Indians were shot by the train in question. At all events, this is the first train that has been in any manner molested this season, so far as I can learn, notwithstanding a very large number have passed over the roads—small and large companies, rich and poor. I passed sixteen trains day before yesterday in twenty miles travel.

Inclosed is a copy of a notice I have deemed it expedient to issue, which will, I trust, soon cause the delivery up of the criminals. The bands to which the guilty belong have gone north beyond the settlements.

A company of dragoons passed through this city to-day for the north, and may go in pursuit of the Indians.

Governor Cumming, on the 3d instant, at my request, made a requisition on General Johnston, in command of this department, for a suitable command to effect the arrest of the parties supposed to have been associated with the murderers and robbers of the train above alluded to. In consequence of which requisition, a detachment of the army was ordered to march, with the distinct proviso, that the order was given, not in consequence of the governor's requisition, but because he had credible information that certain hostile actions had been committed by Indians, and especially notifying the governor that his requisition was disregarded, except so far as it contained evidence of the necessity of exercising military authority, which would have had equal force and authority had the information been derived from any other credible source.

I do not consider it necessary to recapitulate, for the reason that it must be evident to the department that I cannot reasonably anticipate the entire control of the Indians in this widely-extended Territory unless I can be sustained by military power, obtained through the governor, or some other official, to be indicated by the President.

My remoteness from Washington, and the necessity for prompt action in these matters, must be received as an apology for requesting that orders may be issued, clearly defining the duties and obligations of officers on the subjects above referred to. In the meanwhile, during the seeming discrepancy of orders, the department may rest assured

that I will endeavor to perform my duties in such manner as will conduce to the honor of the government and peace of this Territory.

I remain, very respectfully, your obedient servant,

J. FORNEY,
Superintendent Indian Affairs, Utah Territory.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs, Washington, D. C.

NOTICE.

All persons, especially those residing in or passing through the northern portion of this Territory, are requested not to take or purchase (unless with a view to return it to the owners) certain property taken from a California emigrant train by Bannack Indians of Oregon, and Shoshonee Indians, of this Territory, such as horses, mules, and cattle branded S, pistols, jewelry, &c.

I especially caution, *under the severest penalty of the law*, persons not to harbor, give, sell, take, or buy anything whatever from any chief or from any of their men or squaws belonging to the three bands of Indians roaming in the neighborhood of Willow Creek and Brigham City settlements, and in Cache, Malad, and Bear River valleys, and in the northern portion of this Territory generally, until the twenty or more Indians who took part in the recent massacre on Sublett's cut-off, July 24 last, are delivered up.

JACOB FORNEY,
Superintendent Indian Affairs.

OFFICE INDIAN AGENT,
Carson Valley, U. T., September 3, 1859.

SIR: The two widows and four orphans survivors of the late massacre on Sublett's cut-off, arrived here yesterday, wounded, overwhelmed in grief, and totally destitute of money, clothing, and provisions, their all and only dependence being lost in that deplorable affair; they are from Howard county, Missouri.

Application was made to this agency for assistance which was immediately rendered, and nothing in my power will be left undone, to ameliorate the suffering condition of these poor women and children.

I have the honor to inclose, for the information of the department, a copy of a letter addressed to me; also a copy of a statement of that indiscriminate massacre, made in the presence of Judge Cradlebaugh and myself by persons, two of whom were on the spot, and the others in the immediate vicinity at the time of the tragedy.

This emergency devolves on me the responsibility of incurring some additional expense, but, under the circumstances, I feel confident the department will sustain me.

With great respect, your obedient servant,

F. DODGE,
Indian Agent.

Hon. A. B. GREENWOOD,
Com. of Indian Affairs, Washington, D. C.

CARSON VALLEY, UTAH TERRITORY,
September 2, 1859.

SIR: We, having taken into our charge and brought thus far the widows and orphans of the late massacre on the Sublett's cut-off, at considerable expense, Mrs. Wright and her infant child being seriously wounded are unable to proceed further, and all being totally destitute, we respectfully request that you take charge of them, and furnish such aid as may be in your power.

ANTON W. TJADER, M. D.,
JAMES R. SHEPHERD,
OSCAR F. D. FAIRBANKS,
GEORGE EVERETT.

Major F. DODGE, *United States Indian Agent.*

CARSON VALLEY, UTAH TERRITORY,
September 2, 1859.

About six o'clock, p. m., the 26th of July, when some men of a small emigrant train, camped at Cold Springs, on the Sublett's cut-off, eighty miles from Salt Lake City, were at supper, a party of eight Indians, armed with rifles, bows, and arrows, came down and asked for something to eat. Having obtained some bread, they started to a hill where the cattle were herded by two men. After saluting the cattle-guards, and passing them, one of the Indians suddenly turned his pony, lowering his rifle, shot one of the men, Mr. Hall, through the heart, killing him instantly. The other man fled to the camp. The Indians were in the meantime running off nine head of cattle and two horses.

At the time of this depredation there were only a small train of emigrants present, and some time afterwards, at about nine o'clock, the horse-train led by Mr. Ferguson Shepherd arrived. The night passed on quietly, and in the morning Mr. Shepherd's train left at seven o'clock, at the arrival of Mr. E. Skaggs's train.

At about half-past eight o'clock a party of Indians, twenty-five or thirty in number, came down over the hills from the Salt Lake road, and tried to run off the cattle grazing there. A man on cattle-guard, in trying to drive down the herd, was wounded by a rifle ball in the fleshy part of the thigh, and by two arrows, one in the wrist and the other in the shoulder. The men at camp were armed hurriedly, and met the Indians, and, exchanging shots with them, killed two and wounded some eight or ten.

The Indians carried off, along with their wounded and dead, some twenty-one head of cattle.

The horse-train, which started out in the morning under Mr. F. Shepherd, was attacked in a cañon, seven miles from Cold Springs, and, while doctoring a sick horse, Mr. Ferguson Shepherd was shot down. Almost at the same time Mr. James D. Wright was dangerously wounded through the chest and back. Bill Diggs, Clayborn F. Rains, and Wm. Shepherd, were killed in rapid succession, the

Indians firing from behind the bushes on the ridges of the heights on each side of the cañon.

About one o'clock two men, James Ward and Geo. Everett, arrived on horseback, to the encampment at Cold Springs. Shortly after Geo. W. Parson and J. McGuire arrived; an hour later Mr. James R. Shepherd, wife, and infant, Mr. Townsend Wright, and Ignatius Smith, came down to the camp of emigrants at the spring, Smith being shot through the muscular part of the right arm. The rest of the fugitives were uninjured, though fired at by the Indians.

At five o'clock, p. m., the trains of Messrs. Fairbanks, Hereford & Pierce, came along, and united with the trains already at Cold Springs, and, after taking every precaution to guard against surprise, the night passed without being interrupted by any event of importance.

The next morning, at an early hour, the united trains, to the number of fifty-two wagons and two hundred men, started through the cañon. No Indians were to be seen; but, at the place of the murder of the day previous, the bodies of Ferguson, Wm. Shepherd, Wm. Diggs, and C. Rains, were lying in the middle of the road, covered with blood and dust, and bloated by the heat.

The wagons were turned from the road, the ground being covered with feathers from bedding, and fragments of clothing. Under a wagon, with a crippled babe in her arms, laid Mrs. James Wright, with a serious wound in her back; and inside the wagon, half delirious and exhausted by loss of blood, Mr. James Wright, mortally wounded. The poor sufferers were attended by a little son five years of age, who supplied their feverish lips with water, and also brought to them the sorrowful news that all their companions were either killed or had fled.

Mrs. Wm. Shepherd, who was the last one to leave the place of carnage, arrived the evening before at the camp of refuge at Cold Springs, but, previously weakened by attending a sick husband, they had to leave an infant of eight months in the bushes a few rods from the place of disaster. The babe was found by the advance party in the morning, and, although severely scorched by the sun, uninjured.

Mr. James Wright and wife, together with the four dead bodies, were put on board some wagons of Geo. M. Pierce's train, and conveyed eighteen miles further, where the wounded were attended to and received surgical aid. The four dead ones were buried in one grave; and the next morning Mr. Oscar F. D. Fairbanks generously offered his carriage to convey the wounded. It was a spring carriage, better adapted than the wagon to carry them along; and from this place to Genoa he and his sister paid the greatest attentions to the comfort of the sufferers.

Mr. James Wright did not survive but ten days, and was decently buried.

ANTON W. TJADER, M. D.
JAMES R. SHEPHERD.
OSCAR F. D. FAIRBANKS.
GEO. EVERETT.

belief which he entertains, that if he did so the Mormons would assassinate him. I apprehend he knew the man at Salt Lake City that made the proposition to him to join this gang of outlaws. You will, however, see by his affidavit, that there were some dozen or more persons at the mail station on Sweetwater, near the South Pass of the mountains, and that from what he heard and saw there, he was led to believe that mischief was intended to this train of Miltimore's. No such number of persons belonged to this mail station, and I have requested the agent of the mail company here to make inquiry about who they were, and when and by what road they left.

On the 29th day of August another train was attacked, on the east side of Fort Hall, leaving the party that made it about time to come up with Miltimore's party, west of the fort, and I suspect they were the same party, joined by a few Indians.

These outrages seem to be systematically made in the State of Oregon, by persons in Utah.

You will also find inclosed the affidavit of C. F. Betz, of Iowa. It discloses facts of which we were previously advised by letters, and I send it for information also. They are beautiful emblems of peace!

I trust sir, that a few suggestions in relation to these Indian massacres, as they are called, will not be regarded as offensive. The Snake and Bannack Indians of this region have no agent where one is much needed. A general Indian war is, if possible, to be avoided, much as certain persons here may desire it. If our troops attack all the Indians they find on this road, a general war would ensue. General Johnston has but five companies of mounted men, and on this road alone there is near a thousand miles to protect. To protect emigrants on this road is therefore impracticable while the Indians are allowed to remain on it. Their agent should therefore be instructed to keep them off of the road, so as to justify the army in chastising such as are found on the road.

The road by this camp recently made by the army is more than three hundred miles the nearest, and much the best road from the States to California, and the public would soon follow it, but for interestedly false representations made to emigrants, and the fact that almost every train that has passed has been robbed of their stock by Mormons, and some of them almost in sight of our camp. Indeed, sir, travel is safe on no road through these mountains. By reference to a letter addressed to me about a year since by Mr. Vernon, then a high priest of the Mormon church, and now on file in the State Department you will see that we were forewarned of these troubles.

Should I receive further information that may be useful to your department I will forward it to you. In the superintendent here I have no confidence, and for that reason I send direct.

Your obedient servant,

D. R. ECKELS.

Hon. J. THOMPSON,
Secretary of the Interior.

NOTE.—I also send you a copy (printed) of the report of Lieutenant Gay of battle with the Indians who were of the party that ravished

the white woman alluded to above, that you may note the conduct of his Mormon guide, and the place selected for defense by the Indians; most likely whites made the selection.

UTAH TERRITORY, *Cedar county:*

Lorenzo Suberr, being duly sworn, states on oath that he traveled from the States to the last crossing of the Sweetwater river, near the South Pass of the Rocky mountains, with a company of emigrants from Iowa, to California, consisting of Edward A. Miltimore and family, with others, nineteen in all; that, soon after, Miltimore's party left him, taking the "Lander's road," and, going by way of Fort Hall, he heard a man, whose name is unknown to affiant, talking to about a dozen other strangers, who were at the mail station, and said, "Aint I glad that the party" (meaning Miltimore's party) "have taken that road." After this I could not understand what was said by them, but the circumstances impressed me, at the time, with the belief that *harm was intended* to them. Affiant came on to Salt Lake City, where he remained for a few days, and, being acquainted somewhat with Mormonism, he induced the Mormons to believe that he had come to the Territory to find a permanent home. While there, a Mormon, who has a heavy scar on the forehead, over the left eye, but whose name he does not know, informed him that there were about one hundred and twenty-five or thirty-five Mormons and about three hundred and fifty Indians out in Goose Creek valley, and that if he (affiant) would go out there to them, he could make "a pile," meaning a quantity of money, and intimated to him that the money was to be made by robbing emigrant trains, in company with the parties above mentioned. He has since seen a portion of Mr. Miltimore's party here at Camp Floyd, who informed him that their party had been attacked and eight of them killed, about seventy-five miles before reaching Goose Creek valley; and further saith not.

LORENZA SUBERR.

Subscribed and sworn to before me, September 19, 1859.

D. R. ECKELS,
Chief Justice of Supreme Court.

Nelson Miltimore, being duly sworn, states on oath that he belonged to a party of emigrants going from the State of Iowa to the State of California; that said party consisted of nineteen persons, viz: Edward A. Miltimore, his wife Catharine, and nine children, of whom deponent was one, William Harrington and child, and whose wife is affiant's sister, Alford Hill and wife, Myran Cline, Nathan Titus, Hiram Marsh, and Franklin Hubbard; that they started on the journey in May, 1859; that they parted company with Lorenzo Suberr at the last crossing of Sweetwater, and went on the new road known as "Captain Lander's wagon road." About twenty-five miles west of Fort Hall this affiant was driving along the team in the rear wagon

in the train, when he saw three men—they were Indians, or white men disguised as Indians—on horseback, coming up towards the train of wagons, through the loose stock of the company; that his brother James was driving on after them, when the cattle took fright and ran off on the hills at the side of the road. When this took place, his brother William, who was driving the wagons and team next before before witness, stopped his wagon to see what was the matter, when affiant drove on and passed him. His father was with the wagon of William, walking along by its side; his mother and the small children were in wagons. These three men were armed with guns, and coming on up to the wagons. Two of them rode up to and were looking about the wagons; the other, who was the largest man of the three, kept off more from the wagons. One of the two who were about the wagons said to this affiant, "Where are you going?" He replied, "To California." "No you are not," said he. "Well," said affiant, "we started for there, anyhow." We soon came to where were two tracks of the road, separating for a little way, when the man that had spoken to me rode out on one of them a short distance, and said to his companion, "There are no tracks going this way." His companion replied, "Take the other road," which he did.

These men spoke good English. There was no brogue on their tongues; and from hearing them talk, he would judge them to be white men, while their dress and color denoted Indians, except that the one that spoke to affiant had *light brown hair*, and several of the party had beard; one of them had long heavy beard that he particularly noticed. After passing along for a short distance, one of these three men gave a *whoop*, when others soon commenced coming in sight from each side of the road; affiant counted fifteen, and did not count all of them; he supposes there were about twenty in all. As they approached, one of the three got off of his horse and appeared to witness to be fixing the girth of his saddle, and remounted again, but very soon dismounted again on the side of his horse, opposite to where his father was walking by the side of the wagon, and, taking aim on the shoulders of his horse, fired off his gun at father, but witness don't think the ball struck him, when another of them fired, and his father fell. Our party soon scattered, and eleven of us made our escape. This affair took place on the 31st day of August last, near sundown. Three days after this, we came up with a party of United States troops, under command of Lieutenant Livingston, and he sent a party of nine persons to aid others to escape, if they yet lived; when they returned they reported that they had found five dead bodies, and three are missing, including his mother. His sister, about five years old, was found with her legs and ears cut off, her eyes gouged out, and scalped. And further saith not.

his
NELSON × MILTIMORE.
mark

Subscribed and sworn to before me, September 20, 1859.

D. R. ECKELS,
Chief Justice of Supreme Court.

UTAH TERRITORY, *Cedar County:*

Christopher F. Betz, being duly sworn upon his oath, states that he resides near Fort Des Moines, in the State of Iowa, and came to this Territory on business this season; that during last spring there was a man, about whose name he is not positive, but believes it was John Greene, a nephew of Brigham Young, who hired the stock-field of this affiant for a few days for the use of a large lot of work-cattle that he was purchasing to come across the plains; that while there, said Greene showed him bills of purchases, made by him for the Mormon Church, to the amount of about a million of dollars; among the items were ten pieces of artillery; that he refused to permit him to look over all the items. He stated the government was trying to break up their church, (meaning the Mormon,) and they wanted these guns to protect it and keep up their government; and there was also 150 or 200 Sharp's rifles in these bills; and further saith not.

C. F. BETZ.

Subscribed and sworn to before me, September 26, 1859.

D. R. ECKELS,
Chief Justice of Supreme Court.

BOX ELDER, UTAH TERRITORY,
August 13, 1859.

SIR: I have the honor to report that, having arrived yesterday within six miles of this place, I went into camp, and two hours afterwards had reliable information that a large body of Indians were probably encamped somewhere in the cañon leading from this valley to Cache valley. I was informed, at the same time time, that within five or six days past they had stolen a number of animals from this and the adjoining settlements; and that they were the same party who had murdered and robbed an emigrant train on Sublett's cut-off.

I immediately resolved to attack them. At ten o'clock, p. m., I broke up camp, and moved quietly to this village. Here I left my wagons with a guard, and proceeded with a command of forty-two men, taking with me four pack mules, with four day's rations, in order to be prepared, if necessary, to pursue them in the mountains. By two, a. m., I had everything prepared for the march, and having procured a guide, who professed to know the Indian encampment, entered the cañon. After a rapid march of two hours, the encampment was indicated by a number of ponies grazing, and in a moment afterwards by the Indians jumping up from their beds under the bushes, and running up the mountain sides, which were here covered with undergrowth. I immediately formed my men, and charged upon the main body of them; in the charge several of the enemy were killed and wounded.

They then scattered, and took positions behind rocks, &c. Here they were charged and driven up precipices, beyond the reach of men

or horses. I then dismounted my men, and kept up a fire for at least an hour and a half, which for an hour was briskly returned by the enemy; but he gradually ceased to fire. The precipitous nature of the ground rendering it utterly impossible to pursue him, I drove off his horses and returned to this place. The attack commenced just before the dawn, and continued until after sunrise.

I am satisfied that the encampment was selected with a view to defense, and for this purpose they probably could not have found a more admirable place in the whole Wahsatch range of mountains. (It is known as Devil's Gate cañon.) As soon as the Indians were discovered, my Mormon guide "slid" quietly from his horse, and was seen no more, until on my return near this town I overhauled him. He was unable to give any satisfactory reason for his desertion. I have since learned that he came into town during the action, and reported "that we never would get out of that place." The horse he rode was one I had furnished him, and, strange to say, was found with an Indian on his back; the latter was shot, and horse taken. If my guide had desired to lead me into a fatal ambuscade, he could not have taken me to a spot better adapted for the purpose.

The guide and many others estimated the Indian force at from 150 to 200 warriors. The number killed was about twenty, as near as we can calculate. I had no men killed, but four severely, though probably not mortally, and two slightly, wounded. Nine of my horses were wounded.

The number of horses taken was twenty, nearly half being American horses.

It is a source of great satisfaction to me to know that *one* of the horses captured proved to be one which the Indians had taken from the train on Sublett's cut-off, at the time of the massacre of July. Probably more belonging to the same train would have been captured had not the Indian animals stampeded during the action, which could not be prevented, owing to the small guard which could be spared from the company for the purpose of securing property.

I am much indebted to Lieutenant Ryan for his services on this occasion, which were performed with a masterly intrepidity and coolness during the whole action.

Assistant Surgeon J. Moore receives the heartfelt thanks of myself, as well as the soldiers under my command, for his immediate and kind attentions to the wounded on the field, during the action, and his continual personal attendance since.

The company behaved nobly on this occasion. I have the honor to refer the general commanding to the list of wounded accompanying the report.

It is rumored to-day that 200 Bannack Indians arrived in Cache valley yesterday. These, with the number of Indians already there, will make probably about 500. A large emigration is near a point on Bear river, twenty miles from this (Cache) valley. I shall wait here long enough to care for my wounded and recruit my horses, when I

shall proceed to Bear river, in order to prevent the Indians from interfering with emigration.

Very respectfully, your obedient servant,

E. GAY,
Second Lieut., Company G, Second Dragoons, Comd'g.

Major F. J. PORTER,
Ass't Adj't Gen'l, Department of Utah.

BOX ELDER, UTAH TERRITORY,
August 13, 1859.

Company G, Second Dragoons.—List of men wounded in an action with Indians in Devil's cañon, near Box Elder, Utah Territory, on the 13th of August, 1859:

First Sergeant Thomas J. Durnion, slightly.
Corporal R. F. Cordua, severely.
Bugler Henry Winterbower, severely.
Private Jacob Eggersteal, slightly.
Private Samuel Smith, severely.
Private Michael Tierney, severely.

E. GAY,
Second Lieut., Company G, Second Dragoons, Comd'g.

Extract from Superintendent Forney's report of September 29, 1859.

NORTHERN DIFFICULTY.

On the 3d of August last I received a letter from a reliable person in Box Elder, in the extreme northern part of the Territory, advising me that an emigrant train had been attacked by Indians on Sublett's cut-off, in Oregon; that the Indians had brought into the settlements horses, mules, cattle, and other property, which they attempted to sell to the inhabitants, but without success.

Upon the receipt of that information, I addressed a note to his excellency, Governor Cumming, requesting that a military force be dispatched without delay to that point, and proceeded myself immediately to Box Elder. Upon my arrival, I learned that the Indians had fled with their stolen property, and had gone north, through Cache valley, towards Bear River lake. I was subsequently advised by his excellency, the governor, that General Johnston, commander of this department, had ordered a company of dragoons to repair to the northern settlements. I have no information relative to the character of the orders issued by General Johnston to the officer in command of this detachment.

I was further advised by his excellency, that the general in command of this department had notified him that the military force had

been ordered north, not in consequence of his official requisition, but as a matter of public service, based upon what seemed to be reliable information. I therefore inferred that the general in command had assumed the exclusive control of all matters connected with these Indian outbreaks, and acted in virtue of his command of the army in this Territory. Under the circumstances, I deemed it proper to return to this city, where my presence seemed more likely to promote the public interest, than by remaining where my official authority, to say the least, was considered questionable.

Soon after my return, I met Lieutenant Gay, who was in command of the company of dragoons above alluded to, who was then *en route* to the north. Our interview was entirely unofficial, he making no report to me in relation to his orders.

Under the circumstances, however, I deemed it my duty to furnish him with every item of information that might facilitate him in operating successfully against the hostile Indians. I have been informed (unofficially) that Lieutenant Gay had a skirmish with a party of Indians near Box Elder.

This officer subsequently formed a junction with Major Lynde, who, in command of four companies of United States troops, was on his return march from the Humboldt river and Goose Creek mountains.

Since that time, I have learned that another train has been attacked and destroyed near Marsh creek, in Oregon.

After inquiry on this subject, I am induced to believe that the parties who have committed these outrages are renegades from the Bannacks of Oregon, and Shoshonees; depredations of a smilar character have been committed by these outlaws for many years.

I presume the proper department will consider it necessary to establish permanent posts between Fort Hall and the Goose Creek mountains.

The Shoshonee Indians of the Humboldt and the Goose Creek mountains, and who claim a home in Utah Territory, have not committed any depredations since my visit among them last Fall. It is quite obvious to me that the Bannack Indians of Oregon have instigated all the northern difficulties; and that the Shoshonees of this Territory are only performing a secondary part.

CAMP FLOYD, UTAH TERRITORY,
October 25, 1859.

SIR: Inclosed, please find the affidavits of Thomas Wright and William Jones, as to the character of the persons who perpetrate the massacres on the Fort Hall road from the States to California.

The party of pretended Indians seen by these affiants about the first of September were, I presume, the same that made the attack on Miltimore's train, on the 31st August, on their return to the South Pass.

With the Indian savage, one of the principal inducements to murder is to plunder. Horses and cattle are most prized; the first to ride and

the last for food. The cattle of Miltimore's train was not disturbed. In it there was a sorrel horse answering to the description of the one traded by these *painted white men*, to the party with which Wright and Jones were traveling. The general travel for this year is over, and nearly all the troops have returned to their quarters here. Next season we may expect a renewal of these outrages. No country in the world is better suited to the purposes of bandits than this; and it will give us trouble to rid the roads through these mountains of them. A party of Delaware Indian spies could be made very useful to the army in breaking them up, and giving aid to the emigrants.

I am, sir, very respectfully, your obedient servant,

D. R. ECKELS.

Hon. J. THOMPSON,
Secretary of Interior, Washington, D. C.

UTAH TERRITORY, *Cedar County, ss:*

Thomas Wright and William Jones make the following statement under oath, viz: "We were traveling this season from the States to California, in company with William Bradbury and Louis Montando and others, twenty-one in all, on the road known as Captain Lander's wagon road, from the upper and last crossing of the Sweetwater river, near the South Pass of the Rocky Mountains, until where it again intersects the old Fort Hall road, in Oregon. About twenty-five miles west of Fort Hall and east of the Goose Creek mountains, we found four wagons which we have since been informed, and believe, belonged to Miltimore's train that was attacked on the 31st of August last. We found there eight dead bodies; among the number were found an old man and a woman and a child by her side. We also found a place where we supposed two others had lain, but had been dragged away by wild beasts. The dead we found were torn and disfigured by wolves or other wild animals. Some of the contents of these wagons were taken by men in our party. Two and a half or three miles from the wagons we found twenty-nine head of horn cattle, which we gathered together and drove on here to Camp Floyd, where we found the remnant of the Miltimore party who claimed and have now these cattle.

At several different places on the road before we came to the last crossing of Sweetwater, persons came to us and insisted that the Lander's road was the nearest and best road to California, and that we should travel it. We are now satisfied that these representations were false, and intended to deceive emigrants and get them on it to be plundered and robbed.

On this road, between the Sweetwater and where we found the Miltimore wagons, about the first of September last, we saw a party of from twenty to thirty persons either Indians or in the disguise of Indians. We then (and yet) believed them to be whites in disguise. They came to our camp in a evening from out of a mountain, and traded with our party a fine American horse for a rifle gun, powder, lead, and caps. This horse followed after our wagons, and we believe,

was the horse of some party that had been accustomed to that mode of travel. He was a sorrel gelding with one white hind foot. Five or six of these real or pretended Indians had long heavy beards, and three of them had yellow hair. We noticed none of them that had the long coarse black heir of the Indian. This fact was spoken of by one of our party in their hearing, and it produced quite a sensation among them. These pretended Indians spoke our language well, as well as any American speaks it; there was no brogue on their tongues, and they talked it to one another as well as to us. They had some mutton with them that they tried to sell us for mountain sheep. They knew the value of powder, lead, caps, and guns as well as we did, as well as the cost of such things in the States. They also purchased some things of our party and paid for them in American gold coin. After they had sold the horse and received the pay in exchange, one of their party jumped on the horse and attempted to make off with him, but was caught by a man of our party and the horse taken, but no violence was offered. They visited our camp both in the evening and the morning; but some of those who came in the evening did not return in the morning, but others who had not been there before came in place of them. There were three women in the party that were not dark enough for Indians; at best they could not be more than half-breeds. Before reaching Miltimore's wagons, we saw where at least three trains had been burnt, and the wagon-irons left lying on the ground.

THOMAS WRIGHT,
WILLIAM JONES.

Subscribed and sworn before me, October 21, 1859.

D. R. ECKELS,
Chief Justice Supreme Court, U. T.

Report of F. W. Lander, Superintendent, &c., to the Commissioner of Indian Affairs.

WASHINGTON, *February* 18, 1860.

SIR: In pursuance of the letter of instructions of Acting Commissioner Charles E. Mix, of March 26, 1859, I have carried out the specifications therein embraced, visited the tribes enumerated, and have the honor to report:

THE EASTERN SNAKES.

On the 2d day of July, the principal payment was made to the Eastern or Washikeek band of Snake Indians, at the crossing of Big Sandy river, forty miles west from the South Pass, in the presence of a large number of emigrants. Subsequent payments were made to small parties of this tribe as the expedition proceeded.

No instance is on record of the Eastern Snakes having committed outrages upon the whites. The presents were given as a reward for their good behavior in the past, and as a payment for the destruction of their root and herding grounds by the animals of the emigration.

They were requested to aid overland travelers by every means in their power, to restore strayed and lost stock, and in case of any outrage being committed upon them by emigrants, to refrain from reprisal, but report it, through their chief, to proper authorities. These points were explained to them by excellent interpreters, were agreed to, and have been implicitly regarded. The life of an emigrant was saved by an Indian at "Green river crossing," and great assistance rendered at the same dangerous ford in passing trains, by the mounted warriors of the tribe. Lost stock has been driven in, and, by a paper bearing over nine thousand signatures, the emigrants state "that they have been most kindly treated by the Indians."

At the payment, the emigrants were given to understand the object of the disbursement of presents, and have treated the Indians with consideration and respect.

The Eastern Snakes range from the waters of Wind river, or latitude 43° 30′ on the north, and from the South Pass to the headwaters of the North Platte on the east, and to Bear river, near the mouth of Smith's Fork, on the west. They extend south as far as Brown's Hole, on Green river. Their principal subsistence is the roots and seeds of the wild vegetables of the region they inhabit; the mountain trout, with which all the streams of the country are abundantly supplied; and wild game. The latter is now very scarce in the vicinity of the new and old emigrant roads.

The immense herds of antelope I remember having seen along the route of the new road, in 1854 and 1857, seem to have disappeared. These Indians visit the border ground between their own country and the Crows and Blackfeet for the purpose of hunting elk, antelope, and stray herds of buffalo. When these trips are made they travel only in large bands, for fear of the Blackfeet and Crows. With the Pannacks and parties of Salt Lake Diggers they often make still longer

marches into the northwestern buffalo ranges on the headwaters of the Missouri and Yellow Stone.

These excursions usually last over winter, the more western Indians who join them passing over a distance of twelve hundred miles on the out and return journey.

They are at peace with the Flatheads, hunting with them on the buffalo grounds. They seem to have no discretion in the killing of game. The antelope "surrounds," in which the whole tribe often engages, are made at that season of the year when the antelope is heavy with young, or has the fawn by her side. I witnessed one of these "surrounds" on the headwaters of Green river in 1858. On this occasion the whole herd of antelope was slaughtered indiscriminately. Washikeek, the principal chief of the tribe, is half Flathead. He obtained his popularity in the nation by various feats as a warrior and, it is urged by some of the mountaineers, by his extreme severity. This has, in one or two instances, extended so far as taking life. The word "Washikee" or "Washikeek" signifies "Gambler's Gourd." He was originally called "Pina-qua-na" or "Smell-of-Sugar." "Push-i-can" or "Pur-chi-can," another war chief of the Snakes, bears upon his forehead the scar of a blow of the tomahawk given by Washikee in one of these altercations. Washikee, who is also known by the term of "the white man's friend," was many years ago in the employment of the American and Hudson's Bay fur companies. He was the constant companion of the white trappers, and his superior knowledge and accomplishments may be attributed to this fact.

He is very light colored, remarkably tall and well formed, even majestic in appearance, and, in my own opinion, an undeniable half-breed. He is desirous of visiting Washington with the principal warriors of his tribe, never having been further east than Fort Laramie. The policy of making provisions for this visit is evident, many of the more warlike tribes in his vicinity, and some of the Eastern Snakes, having been led to believe that the whites are very few in number. I have not heard the chiefs of the more western tribes speak of such a visit, but they would probably join in it. As my instructions did not direct any such arrangement, I could only inform the chief that I would make his wishes known to the Great Father.

Washikee expresses himself in favor of the reserve system, and has named a section of country near the Medicine Bow butte, on the border lands of his tribe, as a suitable place for farming purposes. I should anticipate some difficulty at the present time in any endeavor to unite the Eastern Snakes upon a reserve. I made them offers of seeds and utensils, which were not well received.

They express themselves very favorably in reference to herding, and might be restrained to habits of discipline and self-denial in this respect were suitable agents appointed to reside among them.

They are a wandering tribe, and range at different seasons of the year, as necessity calls, over the entire region I have described.

The Salt Lake Diggers intermarry with the Eastern Snakes, and are on good terms with them.

Among these Indians are some of the worst in the mountains.

Washikee will not permit a horse thief or a vagabond to remain in his band, but many of the Mormon Indians go about the country with minor chiefs calling themselves Eastern Snakes.

Old Snag, a chief sometimes seen on Green river, who proclaims himself an Eastern Snake, and friend of the Americans, but who is, I am informed, half Pannack, is of this class. His character is very doubtful. Although no actual proof exists of his participation in robberies, he has been known to permit young men to travel in his ban- who have stolen horses from emigrants. An instance of this sort has occurred the present season, to which I shall refer in my remarks upon the Pannack tribe.

Southern Indians pass, on their way "to buffalo," (a technical term,) through the lands of the Eastern Snakes and Pannacks, and the latter are often made to bear the blame of their horse-stealing proclivities. The Southern or Salt Lake Snakes or Diggers are, as a class, more civilized than Washikee's band. Many of them speak English exceedingly well, and are very good farm laborers. They are the most dangerous Indians in the country, and if they could be gathered on reserves during the passage of the emigration, where they can be made to support themselves much more readily than the northern Indians, it would be a matter of great benefit to the overland travel.

Any steps which could be taken to augment the power of Washikee, who is perfectly safe in his attachment to the Americans and northern mountaineers, would also prove beneficial.

A depredation was committed in the Eastern Snake country, by Salt Lake Diggers, on their way "to buffalo;" a fine ox being shot down, owing to a quarrel, which grew out of a horse-trade with an emigrant, named Amberson Huff. The man could not have gone on without another ox, which was purchased for him out of the funds of the wagon road expedition, and charged to your bureau.

The Eastern Snakes speak the same language as the Camanches, and often visit that warlike tribe.

The Southern Snakes or Diggers have slightly different pronunciation for some words. Their language is called by mountaineers Digger Snake.

The Western Snakes, who go about the country with the Pannacks, also use a slightly different pronunciation from the Camanche or pure Snake of the eastern mountains.

THE BANNACKS OR PANNACKS.

Mr. C. C. Menshall, who received my instructions to pass in advance of the main expedition to Salt Lake City, organize a party of Mormons, load a train with flour for the main expedition, repair the western end of the mountain section of the new road, and thence working towards the eastern approach, join me on Salt river, first met the Pannacks near Smoky cañon, (so called.) They were in force, but treated his party with civility. Apprehensions had existed of difficulty with the Pannacks, who had stolen horses near Camp Floyd, and were unsuccessfully followed by the troops during last winter. Edward Williamson, who brought the information from Mr. Menshall of the state of the new

road and of his arrival at Smoky cañon, came express over two hundred miles of distance entirely alone and without molestation, although meeting many small parties of these Indians.

I made my first payment to them July 20, on Salt river.

Only twenty lodges were present, though other small bands were afterwards met; Mopeah (in English, "Bunch of Hair in the Forehead,") calling himself a friend of the Mormons, was chief of the party. They range through Blackfoot valley, where are large kamass root grounds, and fine opportunities for taking mountain trout. The latter are caught and dried in large quantities for winter use. This band goes "to buffalo," and will not part with good buffalo horses. Their usual route is through the pass at the head of Marsh creek, a tributary of the Snake. The divide at the head of Marsh creek is low, and they can return during winter; sometimes they come back by way of the South Pass and Fort Bridger. Some of Mopea's band hang about Cache valley, and among the very bad Indians known as the Cache Valley or Salt Lake Diggers. To the latter, and the Western Snakes, may be attributed the outrages recently committed on the overland emigration.

Mopeah's band may be said to number forty-five lodges, or about three hundred souls. They have large numbers of horses. The evening after the presents were distributed, a war party of about thirty Indians, under the direction of Tash-e-pah, arrived.

TASH-E-PAH.

Tash-e-pah, or Louis, who is a noted horse-thief and war chief, is half Flathead. He is friendly to the Americans. I met him in 1857, when he had just arrived from Oregon, with a band of horses stolen from the Cayuses. Tash-e-pah left most of the disaffected Pannacks at Salmon Falls; but two or three accompanied him. A slight difficulty occurred with the latter. The train was encamped in a commanding position, overlooking the Indian lodges, which were pitched along the valley near a small brook, lined with willows. At about the time of changing the first guard, some of the disaffected Pannacks shot from these willows at the embers of the camp fire, where Walter Briscoe and myself were seated. Two shots were fired, one passing very near Briscoe. A bucket of water was dashed on the fire, and the men were turned out without noise. The herding horses were then led into the encampment, and the mules surrounded to prevent a stampede. The horses were then saddled. While this was going on, taking with me fifteen of the most reliable men of the train, experienced in mountain life, I entered the willows and secured the Indians between the camp on the hill and the mountain.

Tash-e-pah and Mopeah, with several of the older warriors, remained in the lodges, and on the men raising a shout as they charged on the ambush, they called out, in Snake, for us not to shoot, at the same time kindling a fire in the lodges. In my opinion, it would have been entirely out of place to have killed the young men whom we made prisoners. My reason for not doing so was simply the fact that the road in the rear of the train was at this time crowded with small parties of emigrants, men, women, and children, many of them unarmed.

The Pannacks, although reported at Salmon Falls, might have been in force in the neighboring mountains.

The very fact that Mopeah had visited me with the women and children of the tribe, and brought with him a large band of valuable buffalo horses, was conclusive that he did not intend hostilities. I had proved the friendship of Tash-e-pah (or French Louis) years before, when, with one companion, I passed through his country from Oregon. Mopeah explained the affair by saying that there were two young men in his band who were fools, and angry because they had not received blankets and presents with the rest of the tribe. They arrived after the payment. Several of these Indians were, however, held as hostages, and traveled with the train to Raft river. After receiving their presents they were sent out to bring in the Salmon river party. They would undoubtedly have brought them if we had not fallen in, at the designated rendezvous, with Captain Wallen's command, a military force just arrived from Oregon.

The expedition halted about a week for the hostiles, when the presents intended for them were taken on to California and sold to the credit of the department.

The Pannacks are not irreclaimably hostile. They are well-disposed to the whites, but their horse-stealing proclivities prevent amicable arrangements with them, to become lasting, if it is to be made a cause of war against the whole tribe, Washikee told me that there were a good many young men among the Pannacks who would not acknowledge their chiefs' authority. He also said that when the Pannacks came from buffalo, these young men often stole horses from the Snakes, and he did not go to war about it, because the tribes intermarry and are friends. Mopeah said that the tribe went to visit the soldiers at Fort Bridger, to prove their friendship, and did not get presents. This enraged them, and they stole horses on starting to return to their own country. This is the time they were followed by the troops. Malicious parties, said by the Indians to be Mormons, told the Pannacks that the troops were coming against them during the summer, and seeing the soldiers they necessarily refused to come in.

I was informed by Ten-toi (Snake and Pannack) that he would aid in punishing any horse-thief or murderer, and that he did not care how soon they were hung, if the leading friendly Indians of the tribe were were present; but if war was made indiscriminately, and his relatives killed, he should have to fight. Ten-toi is the son of the noted chief and friend of the whites, "Old Buonaparte," now dead. He is not a chief, but has very great influence with the tribe, and has distinguished himself in wars with the Blackfeet.

Our expeditions of the last three years, and the whites generally, are under obligations to this fine Indian. He has, at much loss and expense, and at some risk to himself, several times recovered stolen horses. He saved the lives of two Nez-Percé prisoners taken by the Pannacks. Five of the horses stolen last winter by whites were recovered and returned by Ten-toi; so, too, two mules taken from the Mormons. He is the Indian referred to in my report to the honorable Secretary of the Interior, of last year. I presented him with a fine Hawkins rifle the present season.

While on my way to Raft creek, intelligence arrived of the stealing of three horses at Salt river on the new road, by some Salt Lake Diggers, who were traveling with "Old Snag." This Indian I have already named as of doubtful character. They took the horses in an easterly direction, on their way to "buffalo." Two other horses were stolen, and recovered. These, with the shooting of an ox, already referred to, were the only depredations committed on the new road, although reports have been made to the contrary. The Indians who stole the horses were of the Cache valley band, and out of their own country. At the time this was done I was two hundred miles in advance, the emigration having nearly all passed. If I had returned, followed the Indians, and recovered the horses, I should not have been able to meet the Pannacks at the proposed rendezvous. My advance party of thirteen men on Humboldt river would have also been out of provisions; other circumstances precluded my sending back a party and awaiting its return. I, therefore, placed the charge of the recovery of these three horses with Thomas Lavatti, a very reliable half-breed interpeter, and Ten-toi. Thomas Lavatti is referred to in my letter to Mr. Forney, superintendent of Indian affairs, at Great Salt Lake City, of August 16, 1859.

Statements were taken from the emigrants losing the horses, and the papers are forwarded herewith, for your inspection and decision upon the merits of the case. As the men were on their way to California, they will probably make application for payment through some member of Congress from that State.

If an expedition goes out next season, the commanding officer will probably receive the animals from Ten-toi or Lavatti. They will necessarily be of no use to the emigrants, who, in my opinion, are entitled to payment if there is any law under which they can receive it.

Mr. William H. West was sent back to the South Pass to inform emigrants that bad Indians were on the road, and direct them to look out for their stock. He was instructed to bring such intelligence of the conduct of the Indians as he might be enabled to gather. On his return he passed over the route of the recent massacre at about the time of their being committed. He escaped the hostile bands by night travel. He is entitled to honorable mention for daring and successful service, and for the exposure and hardships of his trip. The journey was made in saddle, over a distance of six hundred miles, and at the rate of sixty miles to the twenty-four hours. He traveled with a single blanket, and was without food for forty-eight hours at a time.

This massacre, the murder of the Miltimore train, referred to in Judge Eckels's letter to you, did not take place upon the new road, as stated.

The following report of August 16, refers to it:

CAMP ON WEST BRANCH OF RAFT RIVER,
15 *miles from City Rocks, August* 16, 1859.

SIR: I have the honor to transmit to you the following important information, regarding a transaction of which you have already probably received some intelligence.

An Indian lad, named No-e-no-kook, in English, "The Boy that Runs Fast," about fourteen years of age, belonging to Pocatara's band of Western Snakes, came into my camp to-day, accompanied by two other Indians of the same tribe, and informed me of the massacre of a small party of emigrants, about twenty miles east of the junction of the Fort Hall and Hedspeth roads, on the west branch of Raft river.

The attacking party consisted of about thirty warriors of the Salt Lake or Southern Snake Indians under the direction of a chief named Pag-e-ah, or, in English, "The man who carries the arrows." This chief was the leader in the massacre. Two other principal men were present, one named Sow-wich, which, translated, means nearer than anything else, "The steam from a cow's belly," and another called Ah-gutch, or, "The Salmon." There were other Indians present whose names are Pah-win-poah or the "Water goes in the path," Pag-en-up, or, "The mist after the rain," and Wah-me-tuh-mah, which hardly bears translation.

Four white men were killed, one man and one woman wounded. After the massacre, the Indian party divided, a portion crossing the mountain towards the Humboldt, but the larger number and the two chiefs going back with the stolen property towards Salt Lake City. They are now said to be either at Rush valley, a favorite haunt of theirs in the Mormon settlements, or nearer the city. The boy brought to camp a blanket taken from the emigrants during the massacre, and which was given him by one of the murderers. He is much frightened, having been present during my treaty last season with Pocatara's band. His idea was to come in and give up the blanket and tell all he knew of the matter. He assures me that none of Pocatara's band were engaged in the affair, which I have little reason to doubt, as they have several times passed small parties of unarmed men, having valuable mules and horses in their possession, through their country since the treaty of last year.

I find it impossible to induce the boy to accompany the bearer, Thomas Lavatti, my interpreter, to the city. He is more afraid of the Indians than of the white men. I do not like to use force, as it might prevent another disclosure of crime, by destroying the trust of the Indians of this vicinity in the propriety of making such facts known. I send, therefore, the blanket and the uncle of the boy, who is in possession of all the facts, and can point out the Indians designated. Mr. Lavatti is also perfectly conversant with all the facts of this case, as related by the boy.

The boy met some of the murderers near Rush valley on their return from the fight, and they then told him they had stolen thirty cattle and a number of mules. Three lodges of this same tribe, or Pag-e-ah's band of Mormon Snakes, have been on the new road *via* Salt river valley the present season on their way "to buffalo" with the party of Ti-wan-doah or "Old Snag." They stole five horses from emigrants, two of which were recovered. Snag can point out the Indians who stole these horses, and should be made to do so on their return home. Ten-toi and other leading Indians of the Upper Snake and Pannack tribes desire these difficulties ended, and will give all the aid in their power to accomplish such a result. This can hardly take place, how-

ever, until some of the worst of the Indians are punished. The Pannacks are now quiet. I have met about forty lodges. The Kamass Prairie and Fort Boisé Pannacks have refused to come into the payment, being afraid of the troops, but have sent back three horses stolen from the whites.

I commend to your notice Thomas Lavatti, who has accompanied me among the Indians when it was impossible for me to obtain another interpreter, and when my party had been deserted by every other mountaineer from apprehensions of Indian troubles. Lavatti rides express to bring the intelligence I transmit, and from the nature of it will encounter much risk not only now, but hereafter.

It is my opinion that these marauding bands are stimulated by inhabitants of Utah Territory to steal cattle, horses, and mules for their (the whites) benefit. All my observations of the last and present season favor this supposition, and I have no doubt that the stolen property of this last massacre will be found in such hands as to fully justify the observation.

I have the honor to request that this letter may be laid before Governor Cumming and General Johnson of the Utah army, and that a copy of it be transmitted to the honorable Secretary of the Interior.

Very respectfully, your obedient servant,

F. W. LANDER,
Superintendent, &c., &c.

Mr. FORNEY,
Superintendent Indian Affairs, Salt Lake City.

The very important papers addressed by Chief Justice Eckels to the honorable Secretary of the Interior in relation to these massacres, and referred to your bureau, rendered necessary a review of this whole subject. The Secretary, in fact, has especially required from me an explanation of the matter. Nor is this to be wondered at.

It must be inferred by Judge Eckels's letter, that he believes emigrants were advised to take the new road that they might be robbed by Indians or evil-minded white men.

He also says: "The road by this camp (Camp Floyd) recently made by the army, is more than three hundred miles the nearest, and much the best road from the States to California, and the public would soon follow it, but for *interestedly false representations made to emigrants.*"

Now this is wholly incorrect; the road is, by actual measurement, only six miles nearer than the one built by me to Carson Valley, it is actually longer to Honey lake, and it is declared by the officers who surveyed it, and by General Johnston, a matter of doubt whether it will ever be suitable for a large ox-team emigration.

In the opinion of mountaineers it never can become an emigrant road.

As to the "interestedly false representations made to emigrants," Edmund L. Yates, Esq., expedition road agent at the South Pass wrote to me: "On entering upon my duties I had the misfortune, as you were duly informed, to meet with considerable annoyance from parties, owners of ferries on the Salt Lake road, and Mormon agents from Salt Lake City."

Your instructions to me of 6th of July, in reply to my complaint, were as follows, viz:

"Respecting the traders of Green river and the Mormon agents, we cannot do more than simply inform the emigrants of the actual facts in regard to our road. Let them choose which of the two roads they care to travel, it is nothing to us; we comply and plainly obey instructions from the department, therefore do not persuade any one to take the road, although we know it to be best."

So far from being recommended to take it, it appears that emigrants were recommended by designing parties not to take it, and that the only persons who gave simple and reliable information about it, were the officers of a government expedition, appointed under the direction of the honorable Secretary of the Interior. Is it to be supposed that any member of my expedition would make designedly false representations to emigrants? But the following statement of the letter of Judge Eckels is important, viz:

"You will, however, see by his (Suberr's) affidavit that there were some dozen or more persons at the mail station, on Sweetwater, near the South Pass of the mountains, and that from what he heard and seen there, he was led to believe that mischief was intended to this train of Miltimore's. No such number of persons belonged to this mail station; and I have requested the agent of the mail company here to make inquiry about who they were, and when and by what road they left."

A party of Mormons, or citizens of the Mormon settlements, had a blacksmith shop near Pacific Springs, ten miles from the South Pass, on the Salt Lake road. They were often at the mail station, on the opposite side of Sweetwater river, from Tim. Goodale's lodge, where Yates resided. Some of them endeavored to prevent emigrants from taking the new route, and may, perhaps, have been affiliated with the parties who stimulated the Indians to murder and rob the emigrants who did so. In fact, from their attempting to influence the emigration, a collision occurred between these parties and Goodale. During last winter, one of the most reliable men of the expedition, left at the South Pass in charge of government property, was murdered at this station. A very bitter feeling has been created among southern traders by the turning of the emigration over the new road. The opportunity is lost to them of purchasing, at low rates, the cattle disabled in crossing the desert now avoided by the new road. The business of the many ferries across Green river is also injured. Fully two thirds, Mr. Yates says nine tenths, of the emigration went by the new road, but on account of the misstatements of the parties referred to, some of it kept the old line of travel. Next year very few of the emigrants will travel the old road, and many of the traders have moved their stations to the new one.

The great freighting trains and the mails turn off at the South Pass, but the emigrants, as a class, do not wish to go through Salt Lake City, and have heretofore very generally avoided it by the winding route of the old road along Sublett's cut-off, Bear river, and the

Hedspeth and old Fort Hall roads. Some small trains, generally inexperienced travelers, sometimes pass through the city, either to purchase flour, or from curiosity. The following statement, signed by sixty persons, explains their reasons for disliking the route, viz:

"The undersigned, emigrants from Iowa and other States to California, desire to state, for the benefit of those who may emigrate hereafter, that they traveled the road leading by Salt Lake, and found it very mountainous and rough, and most of the streams on said road bridged and ferries established, over which exorbitant tolls were exacted for the passage of trains and teams, and where there were no bridges or ferries over the streams, the fords were not only difficult, but dangerous. They would also state, for the benefit of those who may emigrate hereafter, that they were compelled to pay from twenty-five cents to five cents per head a night for pasturage of their stock at Salt Lake, and as far up as Bear river, a distance of nearly one hundred miles. That for about one hundred and twenty-five miles from the South Pass, towards Salt Lake City, the country was nearly destitute of grass, and might almost be called a barren waste, and the road strewn with carcasses and bones of dead animals, lost the present and past seasons, caused doubtless by the great scarcity of grass; and they especially advise all future emigrants not to travel the Salt Lake road."

Signed by John E. Movers and fifty-nine others.

The many editorials of leading papers of California in praise of the new route, the proof that thirteen thousand (13,000) individuals passed over it and signed papers in favor of it the present season, and the state of the stock of the wagon road expedition, sold at a large profit to the department, after traveling upon it, are plain arguments as to the importance of the route and of its future adoption by the emigration.

The peculiar manner in which this road has been assailed in official papers reaching your bureau has alone compelled a recapitulation of these details, such as are not usually embraced in an Indian report.

How outrages upon emigrants may be prevented, or the instigators of them brought to justice.

Reliable Indian agents should be appointed, who will reside with the tribes owning the country over which the new road passes. These tribes should be held responsible for its protection. The leading warriors have too much good sense to permit Indians from distant localities to commit outrages upon it, if they are paid to guard it. I believe these murders and robberies are caused by whites, who purchase the stolen property, and sometimes join the Indians in making their attacks on trains. It would be a hard thing to say that these are all Mormon outrages, but the property stolen certainly often finds its way into the upper Mormon settlements. Here the marauding bands are organized. They winter about the Cache and Rush valley settlements, are fed by Mormon farmers during the winter, and are on good terms with them.

But the population of these upper settlements, as a class, are thrifty and industrious, and, I believe, law-abiding citizens. On their way to and from the Salmon river settlements, Mormons have often been murdered by Pannack Indians. Only last year some mules were stolen from a Mormon train. The Salmon river settlements were broken up by Pannacks. The statement made in the last annual report of the honorable Secretary of War, that the Mormons are never molested by the Indians, must therefore be regarded as grounded on false intelligence. The presence of the agents residing with or accompanying the tribes would in time prove who the instigators of these murders are, and whether Gentiles or Mormons, they could be brought to justice. In almost all communities remote from centers of civilization, especially in the Rocky mountains, are to be found desperate men, often fugitives from justice, and ready for any enormity. Some of the murders and robberies committed in this region were perpetrated by Gentiles. I have good reason to believe that Gentiles stimulated the Pannacks and Snakes to attack Mormons and steal from them. I know the names of two of a party of Gentile horse-thieves myself, but it would interfere with proper inquiry into other outrages if I were to mention them in this public paper.

My suggestion in reference to the employment of agents to reside on the emigrant roads requires this qualification. Men unacquainted with Indian habits and manners, or used only to settlement life, can be of no service. They can in fact do great harm, being liable to be deceived by designing individuals and led astray by false intelligence. Properly chosen agents might have the power of arrest and the means of arresting bad white men. They would be aided by the chiefs of the tribes in taking charge of bad Indians. They should be furnished with enough transportation to enable them to pass backwards and forwards along the road during the emigration. I know many men of that country who can stand exposure, want no extra equipments, and on the common Indian ponies of the Rocky mountains, can travel from sixty to one hundred miles a day. Such men go about the mountains with a single blanket and rifle. They know the Indians of the various tribes individually, and although many of them are extremely bitter against the Mormons, I believe would try to do justice in official relations. The recommendation of the honorable Secretary of War's report, that enlistment of frontier citizens should be made for the purpose of protecting the emigrant routes is a very highly important one as regards the roads through northern Utah. It has been my own experience in my years' travel in the interior, that although the officers of the regular forces of that country, after any really hard experience of rough mountain service, bear comparison with any leaders of troops, and from their military education would certainly appear the best fitted for this practice of their own profession, yet the rank and file are not up to the mark required. They are mostly foreigners, recruited in the large cities of the East, and do not shoot, ride, or bring to the exposed rapid marches of Indian warfare that spirit and energy which seems to be the inherent gift of our frontier population. One hundred rangers from Oregon, and the same number from California, furnishing their own horses, can probably protect the emigrant roads from those

States to the head of the Humboldt and Fort Hall, on the two roads most traveled by the ox-team emigration. The southern line, recently opened by Captain Simpson, is more particularly a mail than an emigrant road. My own experience of overland mail contractors, at least of the central route is, that they do not care to have either soldiers or emigrants along their routes. The latter, especially, with their large herds of stock, destroy the grass and interfere with the travel of the mail.

I think that dangerous portion of the upper or Northern Utah roads, lying between the head of the Humboldt and Snake rivers and Green River valley, should be patrolled during the emigration by a mounted force of one hundred rangers, which, broken into small parties, would be susceptible, by keeping express communication open, of sudden concentration at any named point. Such a force could be raised in the mountains. To do efficient service, each of these men should be provided with two horses, one of them, the better class of ponies of the mountains, might cost from seventy-five to one hundred dollars, the other, an acclimated American or half-breed horse, would be worth in that country, under any demand, about two hundred dollars.

If a force went up from the border to protect the roads of Northern Utah, it should start from the 15th to the 20th of April, taking forage the first three hundred miles, and move with mules, the American horses being led or driven loose. The class of horses worth two hundred dollars in the mountains, cost from one hundred and thirty-five to one hundred and sixty dollars on the border. Such a force as I describe would not require practice on the march, and could reach Green River valley in forty-five days, hauling all camp equipments and sixty days' rations. It would arrive ahead of the emigration. Here, in the country of the friendly Snakes, an encampment being made, the riding horses would, within ten days after their arrival, be fit for fast service.

By using the mules of the train for all common or ordinary trips, (in this case taking the place of ponies,) the horses would be kept in such heart that a summer campaign against the Indians would be a fully successful one.

Before the sixty days had elapsed, an ox train from Salt Lake City or Fort Laramie could arrive, with heavy freight of supplies and fat beef cattle. Leaving the horses to winter in the mountains among friendly Indians, the expedition could return in the fall. The programme may be varied or improved upon, the simple idea being to have efficient rangers, good shots, and riders mounted on a better class of horses than are ridden by Indians, fresh, and fit for service, in the Indian country, at the proper time to protect overland emigrants. The selection of such horses as combine speed and the form which enables them to keep in good order for work on mountain grass, is as important.

The Indians I have described keep runners out during the entire season, and, by short cuts over mountains not often penetrated by whites, furnish intelligence to distant bands of the approach of troops. They are always ridiculing the attempts made to overtake them by the regular army. When not in force to fight at extreme odds in their favor, they are seldom or never found, where thus followed. I think

the old, reiterated report of army officers, on their return from such expeditions, "that they saw no Indians," is proof enough of this; and my only reason for these suggestions is that, if suitable agents and presents sent into the country are not deemed sufficient to protect the road, a class of troops fully capable of doing so may be present.

THE WESTERN SNAKES, OR HUMBOLDT RIVER INDIANS, AND SALT LAKE DIGGERS.

After leaving Raft river and the tribes along the new road, to which my attention was particularly called by the instructions given. I made fruitless endeavors to find Pocatara's band. This chief, who last year had promised to meet me near City Rocks when the grass was beginning to dry, had been captured and put in irons by Major Lynde's party, while visiting his camp the present season. Prior to the arrest of Pocatara, he had visited Chief Engineer Wagner's advance party, and received presents. I am not able to say whether his warriors were engaged in the Miltimore and Shepherd massacres or not. At the time of writing my letter of August 16, to Superintendent Forney, I did not believe it, but I did not then know that Pocatara had been caught and ironed. He is a very wild and reckless chief, but I am not disposed to alter my opinion of him until further light is thrown on these transactions.

He has great influence in the country, and we might "better spare a better man." Pocatara's band could have robbed Mr. Wagner's party of their valuable outfit, or have molested his progress, if he had been so disposed. In my wagon road report to the honorable Secretary of the Interior, of last year, I said: "The Western Shoshonees, termed by mountaineers the Sho-sho-kos, hold the country west of the Pannacks, on the road to California. They are a very dangerous and warlike tribe. It is a well-known fact that the Western Shoshonees, of Humboldt River and Goose Creek mountains, have sometimes ventured to attack an equal number of overland emigrants. They fight with the utmost determination, and with the advantages which Indians inevitably procure in assailing whites, have often been successful in the destruction of small parties of our overland emigrants.

"They generally assail them from the willows of Humboldt River valley. When I heard that these Indians had broken into hostilities, had stopped the United States mail, and killed some of the emigrants, who were, in small parties, endeavoring to reach California from Salt Lake City, I thought it proper to visit them, taking with me 'Shoshonee Aleck,' the interpreter; my engineers, Messrs. Wagner, Long, and Poor, Mr. Campbell, and the mountaineers, Justus, Gabriel, and Williamson. On my way, I procured the services of a leading warrior of the Pannack tribe, and by his kindness and discretion I was enabled first to obtain an interview with ten warriors, an outlying party of the band of Pocatara, or the 'White Plume.'

"The leader of those ten warriors told me that he would visit Pocatara's camp in the mountains, but that the chief's heart was bad, and that he would not listen to soft words from the whites. I sent by this messenger a few small presents to Pocatara, inviting him to

come to me, and have a talk. He came with fifty-five mounted warriors, and treated me and my small party with the utmost respect and consideration.

"I have to place on record before your department the simple fact that this young chief, known to be hostile to the whites, treated me with an attention which I have seldom know manifested by the wild tribes of the interior, whom I have repeatedly met, from the very fact that I had thrown myself upon his hospitality and kindness, without an escort or a large amount of presents, with full faith in the better attributes of the Indian nature. He said to me his tribe had received what he termed in the Indian language, so far as I reach the interpretation, 'assaults of ignominy' from the white emigrants on their way to California; that one of his principal men had his squaw and his children killed by the emigrants quite recently; that the hearts of his people were very bad against the whites; that there were some things that he could not manage, and among them were the bad thoughts of his young men towards the whites, on account of the deeds of the whites towards his tribe. Many of the relatives of his young men had been killed, and nothing but the death of white men could atone for this; nevertheless, I had come to him like a man, and he would meet me like a man; that his father, 'Big-um,' (referring to Brigham Young, of the Mormon population,) had sent to him many presents; but he knew, for all that, that there was a greater man than Big-um, the Great Father of the Whites, before whom Big-um was as a little finger to the whole hand, and much frightened. Big-um, with all his warriors, had run away towards the South when the blue caps, or soldiers, the bands of the White Father, came in sight; therefore, he knew and respected the power of the White Father, and that whenever he should feel certain that the White Father would treat him as well as Big-um did, then he would be the kindest friend to the Americans that they had ever known. I told him that, if after the conclusion of the present year I heard good accounts of him and his people, I would endeavor to bring to him full proof of the estimation of the Great Father of the Whites when I came to see him the succeeding season.

"The whole conclusion of this statement in reference to the Western Sho-sho-kos or Snakes is, that either out of a portion of the wagon road appropriation, or by the action of Congress, or from the contingent fund, as in your view most expedient, a sum of money should be devoted to the purchase of presents to be donated to these Indians on my going into their country, that I may once more visit them and bring home to their uncultivated, but stern and true, natural minds the fact that the disposition of this government is not to oppress or harass them, but to gain their confidence and win their friendship towards that nomadic population which must inevitably pass through their tribes, on its way to California and Oregon."

In a subsequent note I continued to remark: "I learn with great solicitude from the letter of a correspondent in Salt Lake City that difficulty is apprehended with the Goose Creek or western band of Shoshonees. These Indians are not under the direction of Washikee. The leading chiefs amongst them have a jealousy of him. They are more properly termed the Sho-sho-ko or Digger Indians. They are

the Indians visited by me with a small party. They were visited after their attack upon trains and after robbing the mails. Their good faith and kindness were manifested by the first tribe or band (Pocatara's) sending runners the whole length of Humboldt valley, a distance of 400 miles, in order that thirteen of my men, unprotected and imperfectly armed, might on their arrival be passed through the various bands of this tribe in safety to Honey Lake valley, the country of the Western Utes.

Now that the Mormon war is over, and this new road is constructed, saving the emigration the tolls of the ferries and bridges, and the passage of the alkali plains, with their deleterious waters, the South Pass route will be thronged as it always has been by emigrants seeking a passage to California and Oregon. Should any difficulty occur with these Indians, who can easily be held in check or managed by the disbursement of a few thousand dollars' worth of presents—any difficulty from the mismanagement of agents who are not disposed to take the risk of going among them with small parties, meeting them at their own camp-fires, smoking their pipe of peace with them, and gaining their confidence; or by military men acting under false impressions gained from those who are sometimes disposed to create Indian wars for the purposes of speculation—I shall feel that the exposure, immediately after these outrages were reported to me, of my own life and the lives of the few excellent men who accompanied me in my visit to this tribe has been a foolish and useless risk. I made these Indians some few presents, all that I had at that time, as tokens of good will. They made me presents in return of equal value. I cannot but believe, should information reach your department conflicting with the views which I have expressed, that there is some misunderstanding which can readily be adjusted; and I offer my services in any direction which you may think it proper to order me on my return to the mountains, to prevent difficulties between the white men and the Indians on the emigrant route."

Again it must be remembered that the boy who with his two relatives came to my camp and told me of the massacre of the Miltimore and Shepherd trains, had no reason for doing so, or for taking this risk so soon after the outrage was committed.

These three Indians were all of Pocatara's band; they gave me the names of the murderers and the elder of the two men accompanied Lavatti to Salt Lake City alone. It was in my view entirely out of place to confine this Indian as was done by the military commandant on his arrival with Lavatti.

Pocatara, when in confinement, was visited by James Duckworth, one of Menshall's party, an old friend and member of the wagon road expedition. Pocatara, who speaks some words of English, refused to recognize Duckworth, or hold any communication with him. It must seem evident that the whites who are to act between these wild tribes and emigrants should possess full knowledge of the Indian character.

They are extremely jealous and suspicious to the last degree; perfect frankness and trust secures their confidence. If agents are appointed who fear to trust them, and dare not travel among them without large escorts, I am of the opinion that complications will ensue more serious

than have yet arisen along the emigrant routes. In this connection the interesting report of Mr. Wagner herewith submitted, who went in advance of the emigration, in fact was alone in the Indian country, with a party of twelve men, during the spring and early summer, is important.

As I was detained repairing the new road, and did not arrive in Pocatara's country until late, and after he was arrested, and the troops were then in the vicinity, (a contingency not foreseen in making my report of last year,) I trust that this explanation will be satisfactory. In fact we had neither the transportation, the authority, or the time to control the Indians of the whole emigrant road. In several instances I was unable to meet and confer with the Indians because of this presence of troops.

I think the agents should either have some voice in the movement of troops in that country, or the officers of the troops should be the agents. I had no power, for instance, to request Captain Wallen's command to march out of Raft River valley, that I might call in the Pannacks, and had no authority or transportation to scour the mountains or hunt up the band of white men who, I am convinced, instigate these hostilities.

If the rangers were raised as recommended by the honorable Secretary of War, and officered by gentlemen of the army of long experience in interior life, those especially noted for energy and success, I do not know why they would not be suitable agents.

After leaving the country of Pocatara's band, we saw but few Indians. The 25th of August, an emigrant guarding a band of cattle near the willows of the Humboldt, saw an Indian, as he believed, endeavoring to drive away and secrete an ox. He shot at and wounded the Indian, who escaped.

I was not advised of this circumstance, or should have sent an express to warn the emigrants that they would be attacked. The day after it occurred we reached the same point on the river, and as we were about making camp for the night, heard firing in advance. Leaving the train in charge of John C. Burche, disbursing agent, I mounted four men on the few horses of the train suitable for such service, and went on as fast as possible. We caught up with the emigrants, a small train, not apprised of the collision of the day before, just as the Indians had retired after killing one and severely wounding another man. The dead emigrant was lying on the ground, shot through the body, and stripped of clothing, but not scalped.

The wounded man had made his escape. The party to which they belonged were three miles ahead, having joined another train, and gone into camp in a secure position. It was at this time quite dark. The Indians, about fifteen in number, were followed, but, taking to the willows in the darkness, made their escape. This would not have occurred, at least without punishment, if I had felt justified in setting fire to the willows. The grass was dry, and the road back thronged with emigrants, which prevented it. When the train arrived, the body of the dead man was taken to his relatives.

The morning after, with a party of five men, I took the trail. We followed a long distance, and until fires raised on the surrounding

mountains showed us that the Indians had obtained too great a start to permit of our overtaking them without halting the expedition several days. Dr. John W. Stittinus, physician of the train, took charge of the wounded man, who eventually recovered.

Schedule of the number of the various bands referred to in this report, or visiting the emigrant roads via the South Pass.

I have estimated seven individuals to the lodge. This is a larger number than is usual in a buffalo country, where the skin lodge is less costly than among the Snakes.

SHOSHONEES OR EASTERN SNAKES.

Chief, Wash-i-kee or Wash-i-keek; in English, "Gambler's Gourd;" or Pina-qua-na; in English, "Smell of Sugar." Lodges, 125; subsistence, buffalo, small game, fish, wild roots, and seeds; range, Green river country; horses, a large number.

SALMON RIVER SNAKES, BANNACKS AND SNAKES AND SHEEP-EATERS.

Chief, Qui-tan-i-wa; in English, "Foul Hand," with "Old Snag;" and the Bannack "Grand Coquin." Lodges, 50; subsistence, salmon and trout, elk, deer, and antelope; range, on Salmon river and the mountains north of it; horses, a small number. A small band of the Sheep-eaters are very fierce and wild, rarely visiting whites.

WESTERN SNAKES.

Chief, Am-a-ro-ko; in English, "Buffalo Meat under the Shoulder." Lodges, 75; subsistence, buffalo meat and wild vegetables; range, Kamass prairie; horses, large number. Po-ca-ta-ra's band, Goose Creek mountains, head of Humboldt, Raft creek, and Mormon settlements; horses, few.

BANNACKS, OR PANNAKEES OR PANNACKS.

Chief, Mo-pe-ah; in English, "Horn of Hair on the Forehead." Lodges, 60; subsistence, buffalo meat and wild vegetables; range, in the country of Salt river and tributaries; horses, large number.

BANNACKS OF FORT BOISE.

Chief, Po-e-ma-che-ah; in English, "Hairy Man." Lodges, 100; subsistence, salmon fish, wild vegetables, and roots; range, in the neighborhood of Fort Boisé; horses, large number.

SALT LAKE DIGGERS, LOWER OR SOUTHERN SNAKES.

Chief, (Indian name unknown,) in English, "Long Beard." Lodges, 50; subsist amongst the Mormons and by hunting and plunder; range, around Salt lake; horses, few.

WARRARICAS, (IN ENGLISH "SUN-FLOWER SEED EATERS,") OR DIGGERS OR BANNACKS, BELOW FORT BOISE, WEST OF BLUE MOUNTAINS.

Chief, Pash-e-co or Pa-chi-co; in English, "Sweet Root," medicine-man, and head of all the Bannacks or Pannakees; thought a wonderful prophet by the Snakes. Lodges, 150; subsistence, roots, and the kamass, with plunder; range, head of John Day's river and west of Blue mountains; horses, very few. They steal the latter from the Cayuses.

All the above Indians travel together and intermarry. They hold the entire country. I consider the Eastern Snakes as in some measure isolated from the rest, and as being more particularly under the direction of the reliable chief, Wash-i-kee.

If the leading men of the disaffected tribes could be induced to visit Washington, it would serve an important purpose. They know nothing of the number and actual power of the Gentiles, so called, and, in my opinion, are constantly deceived in regard to them.

I recommend to you any of the following individuals as suitable persons to carry out your views in reference to the collection of any information required, or the establishment of agents in the country: Timothy Goodale would make a suitable agent for the Eastern Snakes; he is very reliable, and has great influence with the chief, Wash-i-kee. From circumstances occurring which led me to doubt some of the statements of individuals having influence with the tribe, and present at the payment, I sent a night express after Goodale, and he was of great service to me at that time. He is now in this city; if required for service would need a notification, as he is a mountain trader, and will soon leave for the border.

Thomas Adams, a citizen of this district, but who has passed the last seven years in the Rocky mountains, is well known among those Pannacks and Western Snakes who range east of Salmon falls and north of Snake river. He is also familiar with some of the Salt Lake Diggers.

Old Richard Grant, who was for many years the Hudson Bay factor at Fort Hall, understands these western Indians perfectly, and is now in that country. His son, John Grant, who is married into the Western Snake tribe, and is brother-in-law of the celebrated Ten-toi, is not so well educated, but can give much information about them. He was born and reared in the vicinity of Fort Hall.

Thomas Lavatti, the half-breed already referred to in this report, is one of the best men in the mountains—brave, reliable, and sensible in all his views in relation to the Indians. I think his advice as to the best method of approaching and controlling the Western Snakes and Pannacks to prevent war, by the use of presents or by a little timely severity to the worst members of the tribes, in concert with their chiefs, might be received with consideration. He is a most excellent interpreter.

Isaac Frapp, or Shoshonee Aleck, the half-breed, who has been two years in the employment of the expedition, is a very excellent and [illegible]ful man. He is both brave and honest. His services of the pre[illegible]son are referred to in Mr. Wagner's report.

I think it will be necessary to have a road agent at the South Pass the coming season to inform emigrants of the new road, and to prevent the emigration being directed across the desert by interested parties, who pick up the abandoned, or buy, at low prices, the tired cattle of overland travelers. This road agent should have the protection of a few companions.

It is my opinion that Indian presents should again be sent into the country, for the agents can do nothing without them.

For these purposes I have advised the sending up of a small train by the Interior Department out of the remaining funds of the wagon road expedition. If it is sent, arrangements can readily be made for the transportation of the goods and further communication with the Snake and Pannack Indians.

If Mr. J. C. Campbell is not sent to the California end of the road on business for the department, he can be of service in these operations, from his knowledge of the country. He has been employed upon the wagon road expedition since the commencement of the first explorations, and was in charge of that portion of last year's outfit which was wintered at Salt Lake.

Mr. C. C. Wrenshall, a young man of great energy and force of character, I can particularly recommend in any movements of the kind proposed. He has distinguished himself during his connection with the expedition in various ways, and is fully capable of selecting and purchasing the stock, and of equipping and managing an expedition in all its details while in the field. At least that is my experience of him.

The picked men of the old command are still along the border, and if orders emanate from the department prior to the twentieth of March there will be no difficulty in a train reaching the Indian country before the emigrants.

Much extra labor has been thrown upon Mr. James A. Snyder, the commissary of the expedition, in carrying out the instructions of your bureau, and in the disbursement of the Indian presents. He has had the entire management of this important service under my own direction. He is another gentleman of long experience in mountain life and intercourse with Indians, whom I can particularly recommend to you as an energetic, faithful, and conscientious public officer.

None of the gentlemen of the expedition, called upon to do (sometimes quite severe) extra service in the Indian department, a service for which they were never retained, have ever claimed or received compensation.

The extreme length and discursive style of this report may be excused from the importance of the subject treated.

The pacification or proper restraint of the wild tribes in the vicinity of the Mormon settlements, and along the great central route of overland emigration, cannot be too closely considered.

I am, sir, very respectfully, your obedient servant,

F. W. LANDER.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

United States legation, printed in document No. 68, above mentioned, will show the necessity of this provision. The only alteration in the twenty-third section has been to indicate the functionaries who are clothed with judicial powers by the provisions of the act.

Section twenty-four is a new section added to the law of 1848, and specifies certain classes of crimes, namely: murder, insurrection, piracy, and offenses against the public peace amounting to felony, which may be tried originally before the ministers in the said countries. The twenty-fifth section of the new bill authorizes the appointment of a limited number of marshals, and the payment of the actual and necessary expenses incurred in the case of prisoners, and for rent of suitable places of confinement, the want of such provision will be seen by reference to the printed correspondence of our ministers and consuls in China and Turkey, accompanying this communication, relating to this subject. (See Ex. Doc. No. 68, above mentioned.)

At the close of this section a new paragraph is added, providing a remedy in case of the misconduct of any of the marshals who may be appointed under the provisions of the act.

The twenty-sixth section authorizes the allowance of a limited sum for the rent of suitable places of confinement for American prisoners, either awaiting trial or under sentence of the courts, and for the care and safe-keeping of the same.

The want of such provision will be seen by reference to the printed correspondence of our ministers and consuls in China and Turkey. (See Ex. Doc. No. 68, above mentioned, pages 64 to 90, and also the dispatch relating to this subject, recently received from our minister in China.)

Section twenty-seven is a new section, and declares that the jurisdiction of the minister shall be appellate only, except in certain specified cases.

Section twenty-eight is also a new section, and extends the provisions of the act to Persia in respect to all suits and disputes for which provision is made by our treaty with that country. (See Statutes at Large, vol. 11, page 710.)

Section twenty-nine of the bill authorizes and requires our consuls in Tripoli, Tunis, Morocco, and Muscat to exercise certain judicial powers, under the provisions of treaties of the United States with those countries. (See Statutes at Large, volume 8, pages 160, 216, 217, 459, and 486.)

Section thirty extends, to a limited extent, the benefit of the provisions of the act to American citizens living in islands or in countries not inhabited by any civilized people, and not recognized by any treaty with the United States. It authorizes our consular officers in such islands and countries to exercise the powers which they originally possessed, in all places, at the institution of the consular office, and to discharge the duties of municipal magistrates in all cases arising among their countrymen requiring their intervention.

Section thirty-one of the bill gives validity to the rite of marriage, when solemnized by our consular officers in foreign countries. Until within a comparatively recent period, these officers have been accustomed to perform this ceremony without question, but a doubt having

arisen in regard to the legality of such marriages, and the matter having been referred to the Attorney General, an opinion has been given that consuls possess no such power, and cannot lawfully celebrate a marriage between either foreigners or even Americans, "unless expressly authorized by the law of their own country."

Since the publication of this decision and the prohibition to consuls to solemnize the rite, serious inconveniences have resulted therefrom, and these have borne with especial severity upon poor but respectable individuals in Germany, desiring to emigrate to this country, where the impediments to matrimony and the expenses attending it enter into the inducements of emigration. It becomes an object, especially with females, to obtain, before emigrating to the United States, an assured matrimonial contract, certified under the hand and seal of an American consul.

If the authority be given, as suggested by the Attorney General, it will have a tendency to promote good morals, and be particularly advantageous to the female emigrant, the party needing the most protection.

The concluding sections simply embrace the usual repealing clauses, and indicate the time when the act is to go into effect.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. J. M. MASON,
Chairman of Committee on Foreign Relations,
United States Senate.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 44.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

RELATIVE TO

The capture of the slaver Wildfire, on the coast of Cuba, by Lieutenant Craven, of the United States steamer Mohawk.

MAY 19, 1860.—Read, referred to the Committee on the Judiciary, and ordered to be printed

To the Senate and House of Representatives:

On the 26th day of April last, Lieutenant Craven, of the United States steamer Mohawk, captured the slaver Wildfire, on the coast of Cuba, with five hundred and seven African negroes on board. The prize was brought into Key West on the 31st April, and the negroes were delivered into the custody of Fernando J. Moreno, marshal of the southern district of Florida.

The question which now demands immediate decision is, what disposition shall be made of these Africans? In the annual message to Congress of December 6, 1858, I expressed my opinion in regard to the construction of the act of the 3d March, 1819, "in addition to the acts prohibiting the slave trade," so far as the same is applicable to the present case. From this I make the following extract:

"Under the second section of this act, the President is 'authorized to make such regulations and arrangements as he may deem expedient for the safe-keeping, support, and removal beyond the limits of the United States of all such negroes, mulattoes, or persons of color,' captured by vessels of the United States, as may be delivered to the marshal of the district into which they are brought; 'and to appoint a person or persons residing upon the coast of Africa as agent or agents for receiving the negroes, mulattoes, or persons of color delivered from on board vessels seized in the prosecution of the slave trade by commanders of the United States armed vessels.'

"A doubt immediately arose as to the true construction of this act. It is quite clear, from its terms, that the President was authorized to provide 'for the safe-keeping, support, and removal' of these negroes up till the time of their delivery to the agent on the coast of Africa; but no express provision was made for their protection and support after they had reached the place of their destination. Still, an agent was to be appointed to receive them in Africa; and it could not have

been supposed that Congress intended he should desert them at the moment they were received, and turn them loose on that inhospitable coast to perish for want of food, or to become again the victims of the slave trade. Had this been the intention of Congress, the employment of an agent to receive them, who is required to reside on the coast, was unnecessary, and they might have been landed by our vessels anywhere in Africa, and left exposed to the sufferings and the fate which would certainly await them.

"Mr. Monroe, in his special message of 17th December, 1819, at the first session after the act was passed, announced to Congress what, in his opinion, was its true construction. He believed it to be his duty under it to follow these unfortunates into Africa, and make provision for them there until they should be able to provide for themselves. In communicating this interpretation of the act of Congress, he stated that some doubt had been entertained as to its true intent and meaning, and he submitted the question to them so that they might, 'should it be deemed advisable, amend the same before further proceedings are had under it.' Nothing was done by Congress to explain the act, and Mr. Monroe proceeded to carry it into execution according to his own interpretation. This, then, became the practical construction."

Adopting this construction of President Monroe, I entered into an agreement with the Colonization Society, dated 7th September, 1858, to receive the Africans which had been captured on the slaver Echo from the agent of the United States in Liberia, to furnish them, during the period of one year thereafter, with comfortable shelter, clothing, and provisions, and to cause them to be instructed in the arts of civilized life suitable to their condition, at the rate of $150 for each individual. It was believed that within that period they would be prepared to become citizens of Liberia, and to take care of themselves. As Congress was not then in session, and as there was no outstanding appropriation applicable to this purpose, the Society were obliged to depend for payment on the future action of that body. I recommended this appropriation, and seventy-five thousand dollars were granted by the act of 3d March, 1859, [the consular and diplomatic bill,] "to enable the President of the United States to carry into effect the act of Congress of 3d March, 1819, and any subsequent acts now in force for the suppression of the slave trade." Of this appropriation, there remains unexpended the sum of twenty-four thousand three hundred and fifty dollars and ninety cents, [$24,350 90,] after deducting from it an advance made by the Secretary of the Interior out of the judiciary fund of eleven thousand three hundred and forty-eight dollars and ten cents [$11,348 10.]

I regret to say that, under the mode adopted in regard to the Africans captured on board the Echo, the expense will be large; but this seems, to a great extent, to be inevitable without a violation of the laws of humanity. The expenditure upon this scale for those captured on board the Wildfire will not be less than one hundred thousand dollars, and may considerably exceed that sum. Still it ought to be observed that during the period when the government itself, through its own agents, undertook the task of providing for captured negroes

in Africa, the cost per head was much greater than that which I agreed to pay the Colonization Society.

But it will not be sufficient for Congress to limit the amount appropriated to the case of the Wildfire. It is probable, judging from the increased activity of the slave trade and the vigilance of our cruisers, that several similar captures may be made before the end of the year. An appropriation ought, therefore, to be granted large enough to cover such contingencies.

The period has arrived when it is indispensable to provide some specific legislation for the guidance of the Executive on this subject. With this view, I would suggest that Congress might authorize the President to enter into a general agreement with the Colonization Society, binding them to receive, on the coast of Africa from our agent there, all the captured Africans which may be delivered to him, and to maintain them for a limited period upon such terms and conditions as may combine humanity towards these unfortunates with a just economy. This would obviate the necessity of making a new bargain with every new capture, and would prevent delay and avoid expense in the disposition of the captured. The law might then provide that in all cases where this may be practicable the captor should carry the negroes directly to Africa and deliver them to the American agent there, afterwards bringing the captured vessel to the United States for adjudication.

The capturing officer, in case he should bring his prize directly to the United States, ought to be required to land the negroes in some one or more ports, to be designated by Congress, where the prevailing health throughout the year is good. At these ports cheap but permanent accommodations might be provided for the negroes until they could be sent away without incurring the expense of erecting such accommodations at every port where the capturing officer may think proper to enter. On the present occasion these negroes have been brought to Key West; and, according to the estimate presented by the marshal of the southern district of Florida to the Secretary of the Interior, the cost of providing temporary quarters for them will be $2,500, and the aggregate expenses for the single month of May will amount to $12,000. But this is far from being the worst evil. Within a few weeks the yellow fever will most probably prevail at Key West; and hence, the marshal urges their removal from their present quarters at an early day, which must be done in any event as soon as practicable. For these reasons, I earnestly commend this subject to the immediate attention of Congress. I transmit, herewith, a copy of the letter and estimate of Fernando J. Moreno, marshal of the southern district of Florida, to the Secretary of the Interior, dated 10th May, 1860, together with a copy of the letter of the Secretary of the Interior to myself, dated 16th May.

It is truly lamentable that Great Britain and the United States should be obliged to expend such a vast amount of blood and treasure for the suppression of the African slave trade, and this when the only portions of the civilized world where it is tolerated and encouraged are the Spanish islands of Cuba and Porto Rico.

JAMES BUCHANAN.

WASHINGTON, *May 19, 1860.*

U. S. MARSHAL'S OFFICE, SOUTHERN DISTRICT OF FLORIDA,
Key West, May 10, 1860.

SIR: I have the honor to inform the department of the arrival in this port, on the 30th ultimo, of the United States steamer Mohawk, Lieutenant Commanding T. Augustus Craven, United States navy, having in tow the supposed American bark Wildfire, of New York, Stanhope, master, with a cargo of over 500 Africans on board. The Wildfire was captured on the 26th ultimo, on the coast of Cuba, near the port of Neuvitas.

Immediately upon the arrival of the Mohawk here, Captain Craven informed me of the nature of her cargo, and desired that I should take possession of the captured Africans as early as possible. Having no means at that time at my command to secure them, I determined at once to erect temporary quarters on the lands of the United States, adjacent to Fort Taylor. I commenced work on the 1st instant, with all the available force that could be obtained on the island, and I am pleased to say that by the 4th instant, in the morning, almost three acres of land had been inclosed with a fence six feet high, and a building 140 feet long, and a kitchen erected, and were in readiness to receive them.

The landing of the Africans commenced about 12 o'clock, noon, on the 4th instant, and by 4 o'clock p. m. of that day 458 occupied the quarters hastily put up for them.

There had been landed previously, on the 1st instant, forty-nine sick, for whom I had obtained the use of the carpenter's shop near Fort Taylor, as a temporary hospital.

The total number, including men, women, and children, received by me, and for which I have given a receipt to Lieutenant Commanding Craven, is 507. I regret to say that of this number fifteen have died since they were landed. There are at present under treatment in the hospital, about thirty-five sick, principally cases of diarrhœa. I have employed two of the most experienced physicians on the island to attend on the sick, and have also secured the services of competent nurses to wait upon them.

It is a matter of great surprise to me, that out of such a large number of human beings closely confined on board of a vessel, there should be so few sick. Those landed in good health are improving daily. I have furnished clothing to all of them, as they were in a nude state on board of the vessel. In addition to the quarters already built, I am having a building seventy-five feet long erected, for a hospital, and will be detached from the other. It will also be necessary to put up a small house for quarters for the guard employed within the inclosure, as it is hazardous for them to quarter in the same building with the Africans, owing to the prevalence of cutaneous diseases among the latter.

I am pleased to inform the department that I am under great obligations to Mr. James C. Clapp, civil engineer, and the agent in charge of Fort Taylor, for the valuable assistance rendered me by his advice in the erection of quarters, and for the use of materials and workmen furnished me from the fort for that purpose, all of which were promptly

granted to me upon application, and without which much delay would have been occasioned in providing shelter for the Africans.

I am also under obligations to Captain John M. Brannan, United States army, commanding the post at this place, for the military guard and small field pieces which he has kindly furnished me upon my application. This guard consists of six men and a sergeant. The men are relieved every twenty-four hours, and have their quarters outside of the inclosure.

Captain Brannan has also tendered me the use of his whole command in case of emergency.

Within the inclosure I have a guard of eleven civilians, who perform duty day and night, and are absolutely necessary to direct and keep the Africans in good discipline. I have also in service a Spaniard, who was on board the bark Wildfire, and claims to have been a passenger on board that vessel. His services are invaluable to me in controlling these people. I have found no difficulty in providing food for the Africans, and trust to have none during the time they may remain here. The supply of water at present on the island is larger than usual at this season of the year, and I hope to experience no difficulty in supplying them with all they may require.

In making arrangements for the safe-keeping of these Africans, I will use all the economy within my power, and trust that the course which I have pursued thus far will meet with the approval of the President.

I am pleased to inform the department that the health of the island is good at present; but as the time is approaching when the yellow fever may be expected to make its appearance in our midst, I trust that the removal of the Africans from here will take place at an early day.

Inclosed I have the honor to hand you an estimate of the probable amount required to defray the necessary expenses of the captured Africans for the month of May.

The department will be pleased to direct all communications for me to be sent to Charleston, to come in the steamer Isabel on the 4th and and 19th of each month, instead of the Fernandina route, which at this time is very irregular.

I am, sir, very respectfully, your obedient servant,

FERNANDO J. MORENO,

United States Marshal, Southern District of Florida.

Hon. J. THOMPSON,

Secretary of the Interior, Washington, D. C.

(Direct letters to the care of Mordecai & Co., Charleston, S. C.)

U. S. MARSHAL'S OFFICE, SOUTHERN DISTRICT OF FLORIDA,

Key West, May 10, 1860.

SIR: There will be required to defray the expenses of Africans (captured by the United States steamer Mohawk) for the month of May, 1860, the following amounts, viz:

For expenses of temporary quarters, mechanics, &c.....	$2,500 00
For food and clothing.....	7,000 00
For guards.....	700 00
For nurses in hospital	250 00
For medical attendance, medicines, &c.....	1,550 00
	12,000 00

You will be pleased to cause a warrant to be issued in my favor for the above amounts, (with which I am to be charged on the books of the Treasury Department,) and direct that a draft on the assistant treasurer, New York, for the amount be remitted to me at Key West.

I am, sir, very respectfully, your obedient servant,

F. J. MORENO,

United States Marshal for the Southern District of Florida.

Hon. J. THOMPSON,

Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
May 16, 1860.

SIR: I have the honor to submit, for your information, a copy of a communication this day received from F. J. Moreno, United States marshal for the southern district of Florida, dated the 10th instant, officially reporting the landing of over five hundred Africans from the slaver Wildfire, recently captured by the steamer Mohawk on the coast of Cuba, and stating that he now has them in his custody. He also reports the arrangements he has made for their support, clothing, medical attendance, &c., and urges their speedy removal from the country, as the season is rapidly approaching when the yellow fever may be expected to make its appearance at Key West. The marshal asks an immediate remittance of the sum of $12,000, to meet the estimated expenses he is under the necessity of incurring on this account during the current month; and I respectfully recommend that you direct this to be done out of the appropriation made by the act of 3d March, 1859, to enable the President to carry into effect the act of 3d March, 1819, for the suppression of the slave trade, (vol. 11, of Statutes at Large, page 404,) to be accounted for by the marshal in the usual manner.

Prior to the 9th May, 1859, advances were made from the judiciary fund to the extent of $6,947, which, since that date, have been increased to $11,348 10 for expenses properly payable from the appropriation for the suppression of the African slave trade; and I have also to recommend that that amount be now transferred from the latter appropriation to the judiciary fund.

Very respectfully,

J. THOMPSON,
Secretary.

The PRESIDENT.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 45.

REPORT

OF

THE POSTMASTER GENERAL,

COMMUNICATING,

In compliance with a resolution of the Senate, copies of the contracts of Daniel H. Johnson and Cornelius Vanderbilt, for transporting the mails between New York, New Orleans, and San Francisco, via the Isthmus, together with the correspondence relating thereto.

MAY 4, 1860.—Read, and ordered to lie on the table.
MAY 22, 1860.—Ordered to be printed.

POST OFFICE DEPARTMENT,
Washington, May 2, 1860.

SIR: In obedience to the resolution of the Senate of the 23d April last, I have the honor to transmit herewith copies of the contracts of Daniel H. Johnson and Cornelius Vanderbilt for the service between New York, New Orleans, and San Francisco, *via* the Isthmus, together with an abstract of the several bids made for such service, and copies of the correspondence, fully explaining the action of the department on the subject.

It is proper to add, that the gross amount of postages on mails received and sent by the Vanderbilt line of steamers, from October 8, 1859, to March 24, 1860, inclusive, was $37,348 94.

I am, very respectfully, your obedient servant,

J. HOLT.

Hon. J. C. BRECKINRIDGE,
Vice-President of the United States.

Copy of circular letter inviting proposals.

POST OFFICE DEPARTMENT,
Washington, April 7, 1859.

SIR: I am requested by the Postmaster General to inform you that he is prepared to receive and consider proposals for transporting the mails of the United States between New York and San Francisco, and between New Orleans and San Francisco, for a period of nine months, from the 1st of October next to the 30th of June, 1860, inclusive.

Proposal should state the number of trips per month, the time to be

occupied each way, the intermediate ports embraced in the route or routes, the amount of compensation, &c., and must be accompanied with a full and satisfactory guarantee that the party or parties proposing are prepared to perform the designated service, and will, if their proposal is accepted by the Postmaster General, enter into contract with the department, with good and sufficient sureties for the faithful performance of the same, during the period named.

I am, very respectfully, your obedient servant servant,

HORATIO KING,
First Assistant Postmaster General.

P. S.—Proposals will be received at the department until three, p. m., of Saturday, the 30th of April, instant. H. K.

In answer to the foregoing call, the department received the following bids for nine months' service, viz:

Bids for service both from New York and New Orleans.

1. Daniel H. Johnson, for semi-monthly service between New York and San Francisco, and between New Orleans and San Francisco, *via* Key West and Isthmus of Nicaragua, (in twenty-three days from and to New York, and twenty days from and to New Orleans,) at the sum of $162,000.

2. William C. Barney, for semi-monthly service between New York and San Francisco, and between New Orleans and San Francisco, *via* Havana and Isthmus of Nicaragua, (in twenty-three days from New York and twenty-one days from New Orleans, returning in twenty-two days to New York and nineteen days to New Orleans,) at the sum of $178,200.

3. William C. Barney, for like service, *via* Key West and Isthmus of Nicaragua, in same time each way, at $215,010.

4. William C. Barney, for like service, *via* Havana and Isthmus of Nicaragua, embracing Savannah, Georgia, as a third Atlantic terminus, in same time each way, at $237,600.

5. William C. Barney, for like service, between New York and San Francisco, and New Orleans and San Francisco; steamships to run *direct* from New York and New Orleans, to and from the Isthmus of Nicaragua, (in twenty-two days from New York, and twenty days from New Orleans to San Francisco, returning in twenty-one days from San Francisco to New York, and nineteen days from San Francisco to New Orleans,) at $268,200.

Bids for service from New York only.

6. Cornelius Vanderbilt, for semi-monthly service between New York and San Francisco, *via* Isthmus of Panama, (exclusive of the Isthmus transportation,) in twenty-three days each way, at $37,500, *with* privilege to transfer service to route *via* Nicaragua, at $37,500

additional for the Isthmus transit *via* Nicaragua, making full pay for service *via* Nicaragua, $75,000.

7. The Panama Railroad and Pacific Mail Steamship Companies' joint bid for semi-monthly service between New York and San Francisco, *via* Isthmus of Panama, in twenty-two days each way, at the sum of $199,000, the Pacific company guaranteeing a connection with the Pacific terminus of the Tehuantepec route. Also, for same service, with same conditions, "the compensation to be adjusted by the department, upon consideration of the proposals for similar through service."

Bids for service from New Orleans only.

8. Cornelius Vanderbilt, for semi-monthly service between New Orleans and San Francisco, either *via* Panama or *via* Nicaragua, in from eighteen to twenty-three days each way, at the sum of $150,000—the Isthmus transportation not included, if the mails should be carried *via* Panama.

9. The Louisiana Tehuantepec Company, for semi-monthly service between New Orleans and San Francisco, *via* Isthmus of Tehuantepec, touching at Acapulco, on the Pacific, at the sum of $420,000, the service on the Pacific to be performed in connection with the steamers belonging to the Pacific Mail Steamship Company.

Or, for semi-monthly service between New Orleans and Ventosa, *via* Isthmus of Tehuantepec, at the sum of $210,000, the time occupied to be from fifteen to seventeen days each way.

POST OFFICE DEPARTMENT, *May* 9, 1859.

SIR: I am instructed by the Postmaster General to inform you that your proposals of the 29th ultimo, for the service between New York and San Francisco, and between New Orleans and San Francisco, connecting at Key West, for nine months from first October next, amounting in the aggregate to one hundred and sixty-two thousand (162,000) dollars, have been accepted, and that articles of contract, for execution, will be transmitted in due time.

I am, very respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

DANIEL H. JOHNSON Esq.,
New York.

[Private.]

POST OFFICE, *New York, May* 17, 1859.

DEAR SIR: Having observed various paragraphs in the newspapers referring to the late award of the contract for carrying the mails be-

tween this city and San Francisco, in some of which the character of the bid and the responsibility of the bidder of the successful party were questioned, and feeling assured that you desired as full and explicit a knowledge of the matter as was possible to obtain, I caused myself to be put in communication with Mr. Daniel H. Johnson.

After a free and full conversation with him on two occasions—the last one this morning—I am convinced that he intends in good faith to perform the service, and he assures me that the names of the parties in interest are highly responsible and of great respectability, and that their names would have transpired before this but for the fact that some matters of detail are yet to be settled; that when this is done their names will be given to you.

Permit me, however, to suggest the propriety of forwarding on the contract, that the parties may thus be hurried up, and that you may thus be enabled to know the character of those on whom the burden of the contract is to rest. Let me add that I have thus written solely with the view of aiding and forwarding the final determination of the matter, and that in all matters of investigation as to the character and responsibility of the parties, my aim shall be to give you all the information I can obtain, for your better guidance in matters relating to the bid.

The responsibility of the sureties to the bid is ample, and Mr. Johnson assures me that, in all things, he is sincere and determined, and that the character of the parties, who will soon appear, will justify him and his proposal.

Hoping that you will take occasion to instruct me in the premises, I am, very truly,

ISAAC V. FOWLER,
Postmaster.

POST OFFICE DEPARTMENT,
Washington, May 18, 1859.

SIR: I inclose herewith the draft of a contract, to be executed by Daniel H. Johnson and his sureties, which I have caused to be prepared under his accepted bid, for transporting the mails between New York and New Orleans and San Francisco, *via* Key West, semi-monthly, for nine months, commencing October 1, 1859, and ending June 30, 1860.

The provisions of this contract are the same as those embraced in the existing contract from New Orleans to San Francisco, *via* the Isthmus of Tehuantepec, and the stipulations therein are those uniformly inserted in other mail contracts.

I also inclose, on a separate sheet, a schedule of departures and arrivals, allowing twenty-three days between New York and San Francisco, and twenty days between New Orleans and San Francisco, agreeably to Mr. Johnson's bid, which, if satisfactory, you will please cause to be copied upon the contract before its execution.

The Postmaster General desires that you will attend to having this

contract executed by the contractor, with good and sufficient sureties, as soon as practicable, and return it to him.

I am, very respectfully, your obedient servant,

HORATIO KING.

ISAAC V. FOWLER, Esq.,
Postmaster, New York, N. Y.

Schedule days of departures and arrivals for the contract period of nine months, commencing October 1, 1859, *and ending June* 30, 1860.

Leave New York on the 5th and 20th, and New Orleans on the 8th and 23d, of each month, and arrive at San Francisco within twenty-three days thereafter, from New York, and within twenty days from New Orleans.

Returning.

Leave San Francisco on the 5th and 20th of each month, and arrive at New Orleans within twenty and at New York within twenty-three days thereafter.

When the regular sailing day from either end of the route falls on a Sunday, the departure is to be made on the following Monday.

[Confidential.]

NEW YORK, *May* 19, 1859.

DEAR SIR: The inclosed note I have just received. The parties associated with me are now engaged in settling the terms of purchase of five ocean steamers for cash, and desire that neither their names or their business be known until all is concluded.

If *positively required*, they will of course sign the contract as sureties, but prefer delaying it until next week. I most respectfully ask can this indulgence be granted?

The imperative tone of the letter inclosed has induced this application to you.

I have the honor to be, very respectfully, your obedient servant,

DANIEL H. JOHNSON.

Hon. J. HOLT,
Postmaster General.

[Inclosure.]

POST OFFICE, NEW YORK,
May 19, 1859.

SIR: The postmaster desires me to inform you that the mail contract, executed on the part of the Postmaster General, has been forwarded here for immediate execution by you and sureties.

Please send me the names of the sureties, that I may enter them in the contract at once.

Very respectfully, your obedient servant,

WILLIAM CALDWELL,
Assistant Postmaster.

DANIEL H. JOHNSON, Esq.,
Contractor, &c.

POST OFFICE DEPARTMENT,
May 20, 1859.

SIR: In answer to your letter of the 19th instant, I am directed by the Postmaster General to inform you that objection will not be made to delaying until next week the execution of your contract, and you will be pleased so to advise Mr. Fowler, the postmaster.

I am, very respectfully, your obedient servant,

HORATIO KING.

DANIEL H. JOHNSON, Esq.,
New York.

POST OFFICE DEPARTMENT,
Washington, May 24, 1859.

SIR: I have the honor to inform you that a temporary contract has recently been awarded to Mr. Daniel H. Johnson, of New York, for the conveyance of the United States mail, semi-monthly, in steamships, steamboats, and land carriages, from the 1st of October, 1859, to the 30th of June, 1860, inclusive, between New York and San Francisco, and New Orleans and San Francisco, *via* Key West, Florida, San Juan del Norte, Virgin Bay, and San Juan del Sur, in the State of Nicaragua.

I beg, therefore, to suggest that the Nicaraguan government be officially informed of this arrangement, and requested to adopt such measures as may be necessary to protect the mails in their transit across the Isthmus.

I am, very respectfully, your obedient servant,

J. HOLT.

Hon. LEWIS CASS,
Secretary of State.

DEPARTMENT OF STATE,
Washington, May 24, 1859.

SIR: I have the honor to acknowledge the receipt of your letter of this date, relative to a certain arrangement for the conveyance of the United States mail between New York and San Francisco, and New

Orleans and San Francisco, and to state, in reply, that your request regarding the matter has been complied with.

I have the honor to be, very respectfully, sir, your obedient servant,

LEWIS CASS.

Hon. JOSEPH HOLT, *Postmaster General.*

POST OFFICE DEPARTMENT,
Washington, May 25, 1859.

SIR: Circumstances have transpired since my letter to you of the 20th instant which render it necessary for the Postmaster General to insist upon the immediate execution by yourself and sureties of the contract for the mail service to and from San Francisco, *via* Nicaragua, which was transmitted to the postmaster of New York on the 18th instant.

Mr. Fowler has therefore been requested to require its prompt execution and return to the department.

I am, very respectfully, your obedient servant,

HORATIO KING.

DANIEL H. JOHNSON, Esq., *New York, N. Y.*

POST OFFICE DEPARTMENT,
Washington, May 25, 1859.

SIR: The Postmaster General requests me to state that, from information received this morning, he deems it important to require the prompt execution by Daniel H. Johnson and sureties of the contract for mail service to California transmitted to you on the 18th instant.

You will, of course, see that the sureties offered by Mr. Johnson are persons of undoubted means and responsibility, that the department and the public may have an ample guarantee that the mails will be faithfully carried according to contract.

I am, very respectfully, your obedient servant,

HORATIO KING.

ISAAC V. FOWLER, Esq.,
Postmaster, New York, N. Y.

POST OFFICE, *New York, May* 26, 1859.

SIR: In reply to yours of yesterday, permit me to state the action taken relative to the contract to be executed by Daniel H. Johnson.

Immediately on its receipt, on Thursday last, the 19th instant, I communicated in writing the fact of its reception, and that I awaited its execution, with all due diligence. Mr. Johnson assured me that his sureties, who were to be unexceptionable in every point, would be immediately forthcoming. On Saturday last, in reply to a note from me asking for the execution of the contract, he showed to me a letter

from you, in which you said, "That objection will not be made to delaying until next week the execution," &c. Presuming that "until next week" was not intended to include the whole week, I again, on Tuesday, the 24th instant, addressed Mr. Johnson and received a reply, of which the inclosed is a copy. In this note he fixed the time for executing the contract for this day. To-day Mr. Johnson called and gave me the names of Asa Tifft, of Key West, Florida, and Henry Churchill, of Connecticut, with very respectable city references. I shall inquire into the circumstances fully.

Mr. Johnson asserts that, in case these sureties are not in every way acceptable, he will give me the names of additional sureties, so there can be no cavil.

Will you please say to me by return mail what sum in the aggregate the sureties should be worth in order to exact a compliance with the terms of the contract.

Very respectfully, your obedient servant,

ISAAC V. FOWLER, *Postmaster.*

HORATIO KING, Esq.,
First Assistant Postmaster General.

POST OFFICE DEPARTMENT,
Washington, May 27, 1859.

SIR: In answer to the inquiry made in the concluding paragraph of your letter of 26th instant, I am requested by the Postmaster General to state that the sureties offered by Mr. Johnson should be worth, in the aggregate, at least two hundred thousand dollars.

I am, very respectfully, your obedient servant,

HORATIO KING.

ISAAC V. FOWLER, Esq.,
Postmaster New York, New York.

POST OFFICE, NEW YORK, *May* 30, 1859.

SIR: Relative to the execution of the contract by Daniel H. Johnson, Esq., I have to report that on Saturday I was furnished with the names of George H. White, of Cherry Valley, New York, and Mr. George Irving as sureties; and to-day with the additional names of Hiram Grimes and Mr. —— Tunnicliff.

As time is required to make inquiries, I have appointed one o'clock to-morrow for the time for executing the contract. I shall exact an affidavit from each before the United States commissioner as to their responsibility, &c.

I hope to be able to send the contract to-morrow properly executed.

Very respectfully, your obedient servant,

ISAAC V. FOWLER, *Postmaster.*
Per WILLIAM CALDWELL, *Assistant.*

HORATIO KING, Esq., *&c., &c., &c.*

POST OFFICE DEPARTMENT, *May* 31, 1859.

DEAR SIR: Your letter of the 30th instant is received.

The Postmaster General directs that before accepting the bond offered by Mr. Johnson, you communicate with the department, to the end that there may be no mistake as to the responsibility of the sureties.

Respectfully, your obedient servant,

HORATIO KING.

ISAAC V. FOWLER, Esq.,
Postmaster, New York.

NOTE.—Same request was made by telegraph.

POST OFFICE, NEW YORK, *May* 31, 1859.

SIR: I herewith return to you the contract now executed by Daniel H. Johnson and sureties.

It has been executed at the earliest practicable time, with good and sufficient sureties.

Very respectfully, your obedient servant,

ISAAC V. FOWLER,
Postmaster.

HORATIO KING, Esq.,
First Assistant Postmaster General.

POST OFFICE, NEW YORK, *May* 31, 1859.

SIR: Your telegraphic dispatch, in the words "do not accept bond till department is consulted as to responsibility of sureties," was received at three minutes before three, p. m., a few minutes after the postmaster had left the office, and over an hour after the execution of the contract and acceptance of the sureties by him.

The contract as executed goes forward by same mail with this.

Very respectfully, your obedient servant,

WILLIAM CALDWELL,
Assistant Postmaster.

HORATIO KING, Esq.,
First Assistant Postmaster General.

No. 3.] [$162,000 for nine months.

This article of contract, made the day of May, in the year eighteen hundred and fifty-nine, between the United States, acting in this behalf by their Postmaster General, and Daniel H. Johnson, contractor, and Hiram Grimes and George Irving, of the city of New York, and George W. White, of Cherry Valley, New York, as sureties:

WITNESSETH, That whereas, Daniel H. Johnson has been accepted according to law, as contractor for transporting the mail on route No. 3, from New York and New Orleans, by Key West, Florida, thence to San Juan del Norte, thence by the river San Juan and Lake Nicaragua to Virgin Bay, thence to San Juan del Sur, in the State of Nicaragua, and thence to San Francisco, California, touching at each of the above-named ports, and back, twice a month, in good and sufficient steamships, to and from the Isthmus of Nicaragua, on either side, and across said Isthmus in good and sufficient steamboats and land carriages, at a compensation of one hundred and sixty-two thousand dollars ($162,000) for and during the term of nine months, commencing on the first day of October, in the year one thousand eight hundred and fifty-nine, and ending with the thirtieth day of June, in the year one thousand eight hundred and sixty: the time to be occupied in making each trip, each way, not to exceed twenty-three days between New York and San Francisco, and twenty days between New Orleans and San Francisco. Now, therefore, the said Daniel H. Johnson, contractor, and Hiram Grimes, George Irving, and George W. White, as sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1. To carry said mail within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2. To carry said mail in a safe and secure manner, free from wet or other injury, in steamships, steamboats, and land carriages, and in a separate and convenient apartment of each steamer, to be suitably fitted up under order of the department at the expense of the contractor, for the assorting and safe-keeping of the mail, and for the sole and exclusive occupation, use, and accommodation of the Post Office Department and its mail agent, if the Postmaster General shall require it, for the use and accommodation of the mail and mail agent, and such mail agent is to be conveyed without further charge.

3. To take the mail and every part of it from, and deliver it and every part of it into, each post office on the route, or that may hereafter be established on the route, and into the post office at each end of the route, and to the mail carriers on connecting routes.

They also undertake, covenant, and agree with the United States, and do bind themselves, jointly and severally as aforesaid, to be answerable for the person or persons to whom the said contractor shall commit the care and transportation of the mail, and accountable to the United States for any damages which may be sustained by the United States through his or their unfaithfulness or want of care; and

that the said contractor will discharge any carrier of said mail whenever required to do so by the Postmaster General; also, that he will not transmit, or be concerned in transmitting, commercial intelligence more rapidly than by mail, and that he will not carry out of the mail letters or newspapers which should go by post, and that he will not knowingly convey any person carrying on the business of transporting letters or other mail matter, without the consent of the department; and further, that the said contractor will convey, without additional charge, post office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

They further undertake and covenant with the United States that the said contractor will collect quarterly, if required by the Postmaster General, of postmasters on said route the balances due from them to the General Post Office, and faithfully render an account thereof to the Postmaster General in the settlement of quarterly accounts, and will pay over to the General Post Office all balances remaining in his hands. For which services, when performed, the said Daniel H. Johnson is to be paid by the United States, in quarterly payments if practicable, the sum of $162,000, as soon as Congress shall make the necessary appropriation for that purpose, either through the postmasters on the route or otherwise, at the option of the Postmaster General of the United States; said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractor and his sureties that the Postmaster General may increase the service or change the schedule, he allowing a *pro rata* increase of compensation within the restrictions imposed by law for the additional service required; but the contractor may, in case of increased service or change of schedule, relinquish the contract on timely notice, if he prefers it to the change.

It is hereby also stipulated and agreed by the said contractor and his sureties, that in all cases there is to be a forfeiture of the pay of a trip when the trip is not run, and a forfeiture of a due proportion of it when a grade of service is rendered inferior to the mode of conveyance above stipulated; and that these forfeitures may be increased into penalties of a higher amount, according to the nature or frequency of the failure and the importance of the mail; also, that fines may be imposed upon the contractor unless the delinquency be satisfactorily explained to the Postmaster General in due time, for failing to take from, or deliver at a post office the mail, or any part of it; for suffering it to be wet, injured, lost, or destroyed; for carrying it in a place or manner that exposes it to depredation, loss, or injury, by being wet or otherwise; for refusing, after demand, to convey a mail by any steamships, steamboats, or land carriages, which the contractor runs, or is concerned in running, on the route, beyond the number of trips above specified; or for not arriving at the time set in the schedule. And for setting up or running an express to transmit letters or commercial intelligence in advance of the mail, or for transporting knowingly, or after being informed, any one engaged in transporting letters or mail matter in violation of the laws of the United States, a penalty

of fifty dollars may be exacted for each offense, and for each article so carried. And no fines or forfeitures shall be remitted for failures arising from a want of a suitable road, or for obstacles presented by the insufficiency of the river navigation, or of the bays, at either terminus of the route.

It is further stipulated and agreed, by the said contractor and his sureties, that the Postmaster General may annul the contract for repeated failures; for violating the post office laws; for disobeying the instructions of the department; for refusing to discharge a carrier or any other person having charge of the mail by his direction, when required by the department; for assigning the contract without the consent of the Postmaster General; for setting up or running an express as aforesaid; or for transporting persons conveying mail matter out of the mail as aforesaid; or whenever the contractor shall become a postmaster, assistant postmaster, or member of Congress; and this contract shall in all its parts be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

In witness whereof, the said Postmaster General has caused the seal of the Post Office Department to be hereto affixed, and has attested the same by his signature, and the said contractors and his sureties have hereunto set their hands and seals, the day and year set opposite their names respectively.

Signed, sealed, and delivered by the Postmaster General in the presence of—

HORATIO KING.

J. HOLT, [SEAL.]

And by the other parties hereto, in the presence of—

WILLIAM CALDWELL,
ISAAC V. FOWLER.

DANIEL H. JOHNSON, [L. S.]
HIRAM GRIMES, [L. S.]
GEORGE WHITE, [L. S.]
GEORGE IRVING. [L. S.]

I hereby certify that I am well acquainted with Hiram Grimes, George Irving, and George W. White, and the condition of their property, and that after full investigation and inquiry, I am well satisfied that they are good and sufficient sureties for the amount in the foregoing contract.

ISAAC V. FOWLER,
Postmaster.

Schedule days of departures and arrivals for the contract period of nine months, commencing October 1, 1859, *and ending June* 30, 1860.

Leave New York on the 5th and 20th, and New Orleans on the 8th and 23d of each month, and arrive at San Francisco within twenty-three days thereafter from New York, and within twenty days from New Orleans.

Returning.

Leave San Francisco on the 5th and 20th of each month, and arrive at New Orleans within twenty and at New York within twenty-three days thereafter.

When the regular sailing day from either end of the route falls on a Sunday, the departure is to be made on the following Monday.

POST OFFICE DEPARTMENT,
Washington, July 6, 1859.

SIR: I am requested by the Postmaster General to inform you, that as steps will be taken through the State Department to procure in advance of the commencement of service, *via* Nicaragua, the coöperation of the government of Nicaragua in protecting the mails and passengers during their transit across the Isthmus, and an assurance from that government that the necessary measures have been adopted for that purpose, it is important that you inform the department more fully and particularly than has heretofore been done, with reference to the parties in interest with you, and all particulars relative to means and facilities of transportation, plans of operation, under your contract, &c.

You will therefore please communicate this information as early as practicable, either by letter or in person. If you can conveniently visit the department at an early day, a verbal interview on this subject would no doubt be the most satisfactory. An immediate answer is solicited.

I am, very respectfully, your obedient servant,
HORATIO KING.

DANIEL H. JOHNSON, Esq.,
New York, N. Y.

POST OFFICE DEPARTMENT,
July 9, 1859.

DEAR SIR: It is particularly desired that you will visit Washington without delay, with reference to important matters relating to your contract.

I am, respectfully, your obedient servant,
HORATIO KING,
First Assistant Postmaster General.

DANIEL H. JOHNSON, Esq., *New York.*

[Telegraph.]

POST OFFICE DEPARTMENT,
July 11, 1859.

Postmaster General says: See Mr. Daniel H. Johnson, and request him to come here immediately.

H. K.

I. V. FOWLER, Esq.,
Postmaster, New York.

NEW YORK, *July* 19, 1859.

SIR: Your letter of the ——— reached me at Salem, Massachusetts, where I was detained by sickness, and whence I have just returned.

In accordance with your request, I shall be happy to call on you in Washington next week, being now detained here a few days with the details of the arrangements for carrying the California mails, having already procured the requisites for the punctual performance of my mail contract.

I have the honor to be, very respectfully, your obedient servant,

DANIEL H. JOHNSON,
Box 433, *Post Office.*

Hon. H. KING, *First Asst. Postmaster General,*
Washington, D. C.

P. S. The Nicaragua Company, organized under the Van Dyke contract, with which I am connected in this undertaking, have already two steamboats nearly ready to start for Nicaragua, and have also sent here to purchase some previously on the route.

NEW YORK, *July* 21, 1859.

SIR: It is generally supposed here in New York that the contractor with your department for the transportation of the California mails from October, 1859, to July, 1860, will be unable to fulfill his engagements or perform the service. It is in view of the contingency of his failure that I now address you.

I am running a line, semi-monthly, of steamers to California, *via* the Isthmus of Panama, leaving New York and San Francisco on the 5th and 20th of each month, being the days of the departure of the mails under the existing arrangement. I was a competitor for the service lately proposed by your department, and for which Mr. Johnson was the successful bidder. In offering for the proposed service I found myself embarrassed by the refusal of the Panama Railroad Company (who have, of course, the entire monopoly of the Isthmus) to state the sum for which they would permit the mails to be transported across the Isthmus upon their railroad.

The advertisement of your department required proposals for the entire service from New York to San Francisco, (embracing the

Isthmus;) and the refusal of the Panama Railroad Company to state the price for the railroad transportation rendered it impossible for me to propose otherwise than for the ocean service. In reply to my application to the Panama Railroad Company to name their price for the Isthmus transportation, they stated that they preferred to contract for the transportation of the mails across the Isthmus directly with your department. Their letter announcing such determination was transmitted by me to your department in the month of April last, and I beg that you will refer to it.

It is hardly necessary to conjecture the motives which induced the Panama Railroad Company to take this course. It is well known in this community that the persons having the direction of the Panama Railroad Company are largely interested in the line of steamers at present performing the mail service between New York and San Francisco; and this fact, taken in connection with the fact that a joint bid for the service for which proposals were lately invited by your department was made by the Panama Railroad Company and the Pacific Mail Steamship Company leaves no room to doubt that the Panama Railroad Company were desirous and determined to prevent any successful competition with the Pacific Mail Steamship Company for the proposed mail service. It would not seem to be an unjust comment upon this course of procedure to say that it was designed to work injury to the public service, and advantage to the parties now performing the mail service between New York and San Francisco.

The form of the proposals invented by your department were calculated, but of course without design, to facilitate the scheme of the Panama Railroad Company and their steamship confederates.

Should your department see fit to contract directly with the Panama Railroad Company for the Isthmus transportation of the mails, and throw the ocean service open to competition to all American citizens, it is respectfully submitted that the public interests would be subserved, and an injurious combination of the description referred to would be prevented.

This scheme of the Panama Railroad Company to prevent competition with the Pacific Mail Steamship Company was, of course, for the time being frustrated by the action of your department in awarding the contract to a party proposing to carry by the Nicaragua route. If that route was actually open and free to the public it would, of course, be impossible that any combination to preclude competition in the California mail service should be successful. But at the time of the offering for proposals by your department it was not actually open, nor in condition for the transportation of the mails, and for these reasons my proposal to transport the mails by the Nicaragua route was contingent.

I was not made aware of any assurances on the part of our government to protect the mails against interference from the Nicaraguan authorities, and, without such assurance in some form, it appeared to me to be indiscreet to contract absolutely for the performance of the mail service by that route. With such assurance, I am willing to undertake, forthwith, the transportation of the mails by that route, and to make at once the considerable expenditures of money necessary

to place the route in effective working condition for the transportation of mails and passengers.

Permit me, therefore, at this time, in view of the probable failure of the contractor for the California mail service from October to July next to perform his engagement, to make to your department the following suggestions:

1st. That, in the event that new proposals are invited by your department, such proposals, by the Panama route at least, be for the ocean mail service alone, and that the department contract directly with the Panama Railroad Company for the service upon their railroad. Under the present arrangement the railroad service is the subject of a separate and distinct contract, and it is hardly to be presumed that the Panama Railroad Company would decline to contract with the government directly for the transportation of the mails across the Isthmus at a reasonable price.

2d. That permission should be given the contractor to transport the mails by the Nicaragua route in case the Postmaster General should be first satisfied that such service can be so performed as effectively as heretofore.

It would seem to establish a precedent dangerous to the public interests to permit the Panama Railroad Company to determine who may and who may not enter into competition for the California mail service; and feeling assured, as I do, that your department has regard solely to the public welfare, and would do no act to favor one citizen to the prejudice of another, or advance one interest to the detriment of another, I have deemed myself justified in making this communication.

I hope that the mail service to California by sea will, at the expiration of the present arrangement, be thrown open to public competition, and that such precautions shall be resorted to by your department as will permit all responsible parties to propose for the required service.

If I am at liberty to do so, I will make such further suggestions to your department, touching this subject as may occur to me. I should be pleased to be informed of the course which the department proposes to adopt, in case of the contingencies to which I have referred; and to have, in any event, the opportunity afforded to me to propose for the performance of such mail service to California, after October 1, as may be required by your department, contingently or otherwise.

Awaiting reply, I am, your very obedient servant,

C. VANDERBILT.

Hon. J. HOLT,

Postmaster General, Washington, D. C.

No. 59.] MERCHANTS EXCHANGE,

OFFICE OF THE U. S. AND CENTRAL AMERICAN TRANSIT COMPANY.

New York, July 22, 1859.

SIR: I am instructed to inform you that this company, formed under grant from the government of Nicaragua, known as the "Vandyke and Wallace contract," hold an instrument executed by Mr. D. H. John-

son, assigning and transferring to them a contract to transport the United States mail from New York and New Orleans to San Francisco, *via* Nicaragua, a copy of which is inclosed.

This informal agreement is transmitted to the department to be held until a more formal instrument can be executed, and to secure the rights acquired under it by this company.

I am, respectfully, your obedient servant,

ISAAC C. LEA,
Secretary.

Hon. J. HOLT,
Postmaster General.

It is understood and agreed that D. H. Johnson is to transfer and assign to the company formed under the Vandyke & Wallace contract, according to the general steamship law of New York, and he does hereby assign and transfer to the same, the mail contract already procured and existing between the government of the United States and said Johnson for carrying the mail to San Francisco, *via* Nicaragua; in consideration whereof, it is understood and agreed that said Johnson is to receive from the mail pay of said contract the sum of ten thousand dollars, as a commission to him or to his order; and also, a further sum from the mail pay, not exceeding twenty-five thousand dollars, for which sum the said Johnson has become liable to the sureties on said contract. And if at any future time it should appear impracticable that said contract shall be assigned, by reason of the regulation of the Post Office Department, or otherwise, then said Johnson is to give to the said company an irrevocable power of attorney to collect the pay from the United States for the carrying of said mail, less the above amount of thirty-five thousand dollars to be paid *pro rata* out of each payment; and for that purpose this paper shall be considered a sufficient power.

Done in New York, June 21, 1859.

DANIEL H. JOHNSON.

I certify the foregoing to be a true copy from the original paper in my possession.

ISAAC C. LEA, *Secretary.*

NEW YORK, *July* 27, 1859.

SIR: I have been unable to reach Washington up to the present time, in consequence of the failure of parties, who were to have assisted in carrying the mail, making it incumbent on me to make some change in my arrangements.

to place the route in effective working condition for shall come
of mails and passengers.

Permit me, therefore, at this time, in view of t servant,
of the contractor for the California mail servic INSON,
next to perform his engagement, to make to 3, Post Office.
lowing suggestions:

1st. That, in the event that new prop
department, such proposals, by the Pan
ocean mail service alone, and that the
with the Panama Railroad Company for RTMENT, July 26, 1859.
Under the present arrangement the r o the transportation of the
separate and distinct contract, and it a Nicaragua, was received,
Panama Railroad Company would to the President, now at the
ment directly for the transportati
a reasonable price.

2d. That permission should his moment, is to inquire whether,
mails by the Nicaragua rout xisting contract, you would be will-
be first satisfied that such se with the department upon the terms
heretofore. Of course, the government will guar-

It would seem to establ mails, so far as political obstacles are con-
ests to permit the Pana are anticipated; but, should they arise, and
and who may not enter contractors would not be held responsible for
and feeling assured, s
to the public welfare your obedient servant,
prejudice of anothe J. HOLT.
other, I have deem

C. VANDERBILT, *New York.*

I hope that th
tion of the pres
and that such NEW YORK, *July* 30, 1859.
will permit a

If I am a Your letter of the 26th instant, addressed to C. Vander-
your depar has come to hand during the Commodore's absence from town on
be pleased an excursion. When he returns, your inquiry shall have prompt
to adopt, attention. by a reply in writing, or he will see you at Washington.
have, in Very respectfully, your obedient servant,
perform D. B. ALLEN.
may b
Aw Hon. JOSEPH HOLT, *Postmaster General, Washington.*

H

POST OFFICE DEPARTMENT,
July 30, 1859.

SIR: In reply to yours of the 22d instant, I have to state that, before I can determine the question whether this department will assent to the assignment of the contract by Mr. Johnson to the "United States and Central American Transit Company," I must be informed—

N

1. Who are the members of said company?
2. A copy of the charter granted them by the Nicaraguan government must be forwarded to this department.
3. What ships are now owned by the company, and destined for the service referred to, and within what time the arrangement for the execution of the contract will be complete?

for the New Orleans and San Francisco mails; the additional compensation beyond what is stipulated for the route by the Isthmus of Panama being intended to meet and cover the expenses of the land and boat transit over the Isthmus of Nicaragua, which expenses are to be borne and paid by the said Cornelius Vanderbilt. This last-mentioned service by the Nicaragua route is to commence as soon as practicable, and when commenced is to be in lieu of that by Aspinwall and Panama, which is thereafter to be discontinued; and the said service by Nicaragua is to be paid for at the rate mentioned, for and during the time only that it shall be actually performed.

Now, therefore, the said Cornelius Vanderbilt, contractor, and Jacob H. Vanderbilt and Daniel B. Allen as sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1. To carry said mails within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2. To carry said mails in a safe and secure manner, free from wet or other injury, in steamships, steamboats, and land carriages, and in a separate and convenient apartment of each steamer, to be suitably fitted up under the order and direction of the department, at the expense of the said contractor, for the assorting and safe-keeping of the mails, and for the sole and exclusive occupation, use, and accommodation of the Post Office Department and its mail agent, if the Postmaster General shall require it for the use and accommodation of the mail and mail agent, and such mail agent is to be conveyed without further charge.

3. To take the mail and every part of it from, and deliver it and every part of it into, each post office on the route, or that may hereafter be established on the route, and into the post office at each end of the route, and to the mail carriers on connecting routes. They also undertake, covenant, and agree with the United States, and do bind themselves, jointly and severally, as aforesaid, to be answerable for the person or persons to whom the said contractor shall commit the care and transportation of the mails, and accountable to the United States for any damages which may be sustained by the United States, through his or their unfaithfulness or want of care; and that the said contractor will discharge any carrier of said mails, whenever required to do so by the Postmaster General; also, that he will not transmit, or be concerned in transmitting, commercial intelligence more rapidly than by mail; and that he will not carry, out of the mail, letters or newspapers which should go by post, and that he will not knowingly convey any person carrying on the business of transporting letters or other mail matter, without the consent of the department; and, further, that the said contractor will convey, without additional charge, post office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

For which services, when performed, the said Cornelius Vanderbilt is to be paid by the United States, in quarterly payments if practi-

This change I hope within a few days to complete, and shall come on to Washington immediately on the completion.

I have the honor to be, very respectfully, your obedient servant,

DANIEL H. JOHNSON,
Box 433, *Post Office.*

Hon. J. HOLT,
Postmaster General, Washington, D. C.

POST OFFICE DEPARTMENT, *July* 26, 1859.

SIR: Your communication in relation to the transportation of the mail from New York to San Francisco, *via* Nicaragua, was received, and, at your suggestion, was forwarded to the President, now at the Bedford Springs.

My purpose in addressing you at this moment, is to inquire whether, in the event of the failure of the existing contract, you would be willing to enter into an arrangement with the department upon the terms heretofore proposed by you? Of course, the government will guaranty the safe transit of the mails, so far as political obstacles are concerned. None, however, are anticipated; but, should they arise, and not be overcome, the contractors would not be held responsible for such a result.

Very respectfully, your obedient servant,

J. HOLT.

Commodore C. VANDERBILT, *New York.*

NEW YORK, *July* 30, 1859.

DEAR SIR: Your letter of the 26th instant, addressed to C. Vanderbilt, has come to hand during the Commodore's absence from town on an excursion. When he returns, your inquiry shall have prompt notice, by a reply in writing, or he will see you at Washington.

Very respectfully, your obedient servant,

D. B. ALLEN.

Hon. JOSEPH HOLT,
Postmaster General, Washington.

POST OFFICE DEPARTMENT,
July 30, 1859.

SIR: In reply to yours of the 22d instant, I have to state that, before I can determine the question whether this department will assent to the assignment of the contract by Mr. Johnson to the "United States and Central American Transit Company," I must be informed—

1. Who are the members of said company?
2. A copy of the charter granted them by the Nicaraguan government must be forwarded to this department.
3. What ships are now owned by the company, and destined for the service referred to, and within what time the arrangement for the execution of the contract will be complete?

Asking that you will at once furnish the information suggested by these inquiries.

I am, very respectfully, your obedient servant,

J. HOLT.

ISAAC C. LEA, Esq., *Secretary, &c.*

NEW YORK, *August* 5, 1859.

DEAR SIR: I have telegraphed to Mr. Vanderbilt your inquiry, received a day or two since, and he directs me to say to you that he is desirous of having an interview with you, and that he will go to Washington for that purpose immediately after his return from Canada; that his ships are at the disposition of your department, so far as the California mail is concerned, and he hopes this will be satisfactory to you.

Mr. Vanderbilt directs me further to say, that if you must have an immediate answer he will go to Washington at once; but it will be an accommodation to him not to do so during the month of August.

Very respectfully, your obedient servant,

D. B. ALLEN.

Hon. J. HOLT,
Postmaster General, Washington.

P. S.—I shall be glad to know whether the above suggestions will meet your wishes. D. B. A.

POST OFFICE DEPARTMENT,
Washington, August 17, 1859.

SIR: By direction of the Postmaster General, I inclose herewith articles of contract for you to execute, after filling the blanks left for the number of days to the trip, &c., and inserting the schedules at the end.

The Postmaster expresses the hope that you will name the shortest time practicable in which the trips are to be performed. The execution should be consummated in the usual manner, under the supervision of the postmaster of New York, who will, of course, at your request, make no mention of the terms of agreement.

I am, very respectfully, your obedient servant,

HORATIO KING.

C. VANDERBILT, Esq., *New York.*

Contract.

This article of contract, made the twenty-ninth day of August, in the year one thousand eight hundred and fifty-nine, between the United States (acting in this behalf by their Postmaster General) and Cornelius Vanderbilt, of the city of New York, contractor, and Jacob H. Vanderbilt and Daniel B. Allen, as sureties. Witnesseth:

That whereas the said Cornelius Vanderbilt has been accepted, according to law, as contractor for transporting the mail on route No. 3, from New York to San Francisco, by the way of Aspinwall and Panama, touching at and delivering and receiving mails at Acapulco, on the Pacific coast, and back, twice a month, in good and sufficient steamships to and from the Isthmus of Panama, on either side, at and for a compensation of thirty-seven thousand five hundred dollars, for and during the term of nine months, commencing on the first day of October, in the year one thousand eight hundred and fifty-nine, and ending on the thirtieth day of June, in the year one thousand eight hundred and sixty; the time to be occupied in each trip, each way, not to exceed twenty-five days. The government of the United States to provide for and to defray the expense of the transit of the said mails across the Isthmus between Aspinwall and Panama.

And whereas, the said Cornelius Vanderbilt has been accepted, according to law, as contractor for transporting the United States mail on route No. 3, from New Orleans to San Francisco, by the way of Aspinwall and Panama, touching at and delivering and receiving mails at Acapulco, on the Pacific coast, and back, twice a month, in good and sufficient steamships to and from the Isthmus of Panama, on either side, at and for a compensation at the rate of one hundred and fifty thousand dollars for nine months' service, commencing as soon as practicable after the said first day of October, in the year one thousand eight hundred and fifty-nine, and ending on the thirtieth day of June, in the year one thousand eight hundred and sixty; the time to be occupied in each trip, each way, not to exceed twenty-three days. The government of the United States providing for and defraying the expense of the transit of the said mails across the Isthmus between Aspinwall and Panama.

And whereas, the said Cornelius Vanderbilt has contracted and agreed (and has been accepted according to law as such contractor) to transport and convey all of said mails by the Nicaragua route, instead of by Aspinwall and Panama, to wit: from New York and New Orleans to San Juan del Norte, thence by the river San Juan and Lake Nicaragua to Virgin Bay; thence to San Juan del Sur, in the State of Nicaragua, and thence to San Francisco, California, touching and leaving and receiving mails at each of the above-named ports, and at Acapulco, and back, twice a month, in good and sufficient steamships, to and from the Isthmus of Nicaragua, on either side, and across said Isthmus in good and sufficient steamboats and land carriages, at and for a compensation at the rate of seventy-five thousand dollars for nine months' service, for the New York and San Francisco mails; and at the rate of one hundred and fifty thousand dollars for nine months' service

for the New Orleans and San Francisco mails; the additional compensation beyond what is stipulated for the route by the Isthmus of Panama being intended to meet and cover the expenses of the land and boat transit over the Isthmus of Nicaragua, which expenses are to be borne and paid by the said Cornelius Vanderbilt. This last-mentioned service by the Nicaragua route is to commence as soon as practicable, and when commenced is to be in lieu of that by Aspinwall and Panama, which is thereafter to be discontinued; and the said service by Nicaragua is to be paid for at the rate mentioned, for and during the time only that it shall be actually performed.

Now, therefore, the said Cornelius Vanderbilt, contractor, and Jacob H. Vanderbilt and Daniel B. Allen as sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1. To carry said mails within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2. To carry said mails in a safe and secure manner, free from wet or other injury, in steamships, steamboats, and land carriages, and in a separate and convenient apartment of each steamer, to be suitably fitted up under the order and direction of the department, at the expense of the said contractor, for the assorting and safe-keeping of the mails, and for the sole and exclusive occupation, use, and accommodation of the Post Office Department and its mail agent, if the Postmaster General shall require it for the use and accommodation of the mail and mail agent, and such mail agent is to be conveyed without further charge.

3. To take the mail and every part of it from, and deliver it and every part of it into, each post office on the route, or that may hereafter be established on the route, and into the post office at each end of the route, and to the mail carriers on connecting routes. They also undertake, covenant, and agree with the United States, and do bind themselves, jointly and severally, as aforesaid, to be answerable for the person or persons to whom the said contractor shall commit the care and transportation of the mails, and accountable to the United States for any damages which may be sustained by the United States, through his or their unfaithfulness or want of care; and that the said contractor will discharge any carrier of said mails, whenever required to do so by the Postmaster General; also, that he will not transmit, or be concerned in transmitting, commercial intelligence more rapidly than by mail; and that he will not carry, out of the mail, letters or newspapers which should go by post, and that he will not knowingly convey any person carrying on the business of transporting letters or other mail matter, without the consent of the department; and, further, that the said contractor will convey, without additional charge, post office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

For which services, when performed, the said Cornelius Vanderbilt is to be paid by the United States, in quarterly payments if practi-

cable, the several sums mentioned in the foregoing recitals, or so much thereof, at *pro rata* rates, as the service actually performed shall amount to, on each of the several routes therein specified, as soon as Congress shall make the necessary appropriation for that purpose, said pay to be subject, however, to be reduced or discontinued by the Postmaster General, as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractor and his sureties, that the Postmaster General may increase the service or change the schedule, he allowing a *pro rata* increase of compensation within the restrictions imposed by law for the additional service required; but the contractor may, in case of increase of service or change of schedule, relinquish the contract on timely notice, if he prefers it to the change.

It is hereby also stipulated and agreed by the said contractor and his sureties, that in all cases there is to be a forfeiture of the pay of a trip when the trip is not run, and a forfeiture of a due proportion of it when a grade of service is rendered inferior to the mode of conveyance above stipulated; and that these forfeitures may be increased into penalties of a higher amount, according to the nature or frequency of the failure and the importance of the mail; also, that fines may be imposed upon the contractor unless the delinquency be satisfactorily explained to the Postmaster General in due time, for failing to take from or deliver at a post office the mail, or any part of it, for suffering it to be wet, injured, lost, or destroyed; for carrying it in a place or manner that exposes it to depredation, loss, or injury by being wet or otherwise; for refusing, after demand, to convey a mail by any steamships, steamboats, or land carriages which the contractor runs or is concerned in running on the routes, beyond the number of trips above specified; or for not arriving at the time set in the schedule; and for setting up and running an express to transmit letters or commercial intelligence in advance of the mail, or for transporting knowingly, or after being informed, any one engaged in transporting letters or mail matter, in violation of the laws of the United States, a penalty of fifty dollars may be exacted for each offense, and for each article so carried. And no fines or forfeitures shall be remitted for failures arising from a want of a suitable road, or for obstacles presented by the insufficiency of the river navigation, or of the bays at either terminus of the routes.

It is further stipulated and agreed by the said contractor and his sureties, that the Postmaster General may annul this contract for repeated failures, for violating the post office laws, for disobeying the instructions of the department, for refusing to discharge a carrier or any other person having charge of the mail by his direction, when required by the department; for assigning this contract without the consent of the Postmaster General; for setting up or running an express as aforesaid, or for transporting persons conveying mail matter out of the mails as aforesaid; or whenever the contractor shall become a postmaster, assistant postmaster, or member of Congress; and this contract shall in all its parts be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An *act* concerning contracts."

The United States government hereby stipulates and agrees, that all obstacles growing out of the action of the government or the people of Nicaragua, to the safe and peaceful transit of the said mails across the Isthmus, from San Juan del Norte to San Juan del Sur, shall be removed, and that all the instrumentalities employed by the said Cornelius Vanderbilt in the transportation of the mails by that route, shall be protected from detention, violence, or injury, on the part of said government and people.

It is further stipulated and agreed, as well by the said Cornelius Vanderbilt as by the United States, that this contract is made and is to go into effect on the express condition that the existing contract executed by Daniel H. Johnson for the transportation of the United States mails from New York and New Orleans to San Francisco and back, for the period of nine months from the 1st day of October, in the year 1859, and bearing date the day of May, 1859, shall not be executed and fulfilled by said Johnson, in which event, on notification of such failure by the department to said Cornelius Vanderbilt, the foregoing contract will at once go into operation, and the said Vanderbilt will proceed to transport the United States mails at the time and in the manner provided for by its stipulations.

In witness whereof, the said Postmaster General has caused the seal of the Post Office Department to be hereto affixed, and has attested the same by his signature, and the said contractor and his sureties have hereunto set their hands and seals the day and year set opposite their names respectively.

Signed, sealed, and delivered by the Postmaster General.

[L. S.] J. HOLT,
August 30, 1857.

In the presence of—
HORATIO KING.

And by the other parties hereto.

C. VANDERBILT,
August 29, 1859.
J. H. VANDERBILT,
August 29, 1859.
D. B. ALLEN,
August 29, 1859.

In the presence of—
WILLIAM CALDWELL,
Assistant Postmaster, New York.

I hereby certify that I am well acquainted with Jacob H. Vanderbilt and Daniel B. Allen, and with the condition of their property, and that after full investigation and inquiry, I am well satisfied that they are good and sufficient sureties for the amount in the foregoing contract.

WILLIAM CALDWELL,
Assistant Postmaster at New York, N. Y.

POST OFFICE DEPARTMENT,
August 30, 1859.

Upon the execution of the foregoing contract with Cornelius Vanderbilt for the transportation of the United States mails between New York and San Francisco, it appears that the stipulations therein contained obliging the said Vanderbilt "to take the mail and every part of it from, and deliver it into, the post office at each end of the route" was not contemplated by the bid of said Vanderbilt, in response to the proposals of the department, and he having signed said contract with the understanding that said stipulations would not be enforced or insisted on, I hereby, for the consideration aforesaid, relieve him from the obligation which said stipulation imposed, and the department charges itself with the duty of otherwise providing for the reception and delivery of said mails at the termini of said route.

J. HOLT.

SCHEDULE.

Route via Panama.

Leave New York on the 5th and 20th of each month.
Arrive at San Francisco by the 30th and 15th of each month.
Leave San Francisco on the 5th and 20th of each month.
Arrive at New York by the 30th and 15th of each month.
Leave New Orleans on the 7th and 22d of each month.
Arrive at San Francisco by the 30th and 15th of each month.
Leave San Francisco on the 5th and 20th of each month.
Arrive at New Orleans by the 28th and 13th of each month.

Route via Nicaragua.

Leave New York on the 5th and 20th of each month.
Arrive at San Francisco by the 30th and 15th of each month.
Leave San Francisco on the 5th and 20th of each month.
Arrive at New York by the 30th and 15th of each month.
Leave New Orleans on the 7th and 22d of each month.
Arrive at San Francisco by the 30th and 15th of each month.
Leave San Francisco on the 5th and 20th of each month.
Arrive at New Orleans by the 28th and 13th of each month.

NEW YORK, *August* 24, 1859.

DEAR SIR: The form of contract was duly received by the hands of General Skinner.

Mr. Vanderbilt's continued absence from the city, and uncertain whereabouts, induced me not to entrust a matter of so much importance to the risks of correspondence, and I therefore deemed it prudent to retain the paper until I should be certain concerning his movements, and learn from him the probable period of his return.

I hear from him to-day that he will be here the latter part of this week, when I hope to have the pleasure of informing you of his action on the subject.

In the meantime, I take the liberty of inviting your attention to the following points, which occur to me in reading over the contract, and to which I beg you to respond at your earliest convenience.

1. Neither the invitation for proposals, given out by the department, nor the proposals themselves, called for stopping at *Acapulco* to land and receive mails. And I should be glad to learn whether you regard this as an indispensable point. . .

2. The basis of Mr. Vanderbilt's calculations of the service to be performed, at the time he made up his estimate and bid, and in which I assisted him, was the cost of the service simply as *freight transportation in the ships*, and it did not occur to him, nor to me, that the carriage between the ships and the post offices at the termini of the route would be required of the contractor. We supposed that this would be done by the Department.

In the event of the Acapulco service being determined as indispensable, I submit whether you will not be disposed to concede the second point, viz: the carriage of the mails to and from the post offices from and to the ships.

3. The clause relative to *protection* it seems to me ought to include *Costa Rica*, as well as Nicaragua, for the reason that the river "San Juan" through about one half its course is the boundary line of the two republics, and the control of the lower portion of the river is still an unsettled question between Nicaragua, Costa Rica, and the Mosquito protectorate.

Your kindness to me hitherto induces me to makes this communication in all frankness, and to solicit from you an early reply, so that I may be enabled to submit the matter to Mr. Vanderbilt on his return, in a form to secure, as I hope, his prompt and unqualified approval.

By our steamer, the "North Star," of the 20th instant, I sent to our agents at San Francisco orders respecting the mails, of which the inclosed is a copy, in accordance with my promise to you at our last interview. Be kind enough to inform me of the nature of your instructions to the San Francisco office in this behalf, so that I may be prepared to give any additional orders that may be deemed necessary to go forward by steamer of the 5th proximo.

Very respectfully, your obedient servant,

D. B. ALLEN.

Hon. J. HOLT,
Postmaster General, Washington.

[Per "North Star."]

NEW YORK, *August* 19, 1859.

GENTLEMEN: You will please hold yourselves in readiness, on the 5th of October, to take the United States mails that may be offered to you by the postmaster at San Francisco, for transportation from that place to New York.

On the failure of the contractor, Johnson, to receive the San Francisco mails of that date, they will be offered to us, and you will please forward them as above, with instructions to deliver them to the Panama Railroad Company for delivery to our Atlantic steamer.

It may be as well to communicate this to no one except to the postmaster at San Francisco, and to him only when it may in your judgment become necessary—say after the departure of the 20th of September steamer.

Respectfully, your obedient servant,

C. VANDERBILT,
By D. B. ALLEN.

Messrs. C. K. GARRISON & Co.,
Agents, San Francisco.

POST OFFICE DEPARTMENT,
Washington, August 25, 1859.

SIR: In answer to your letter of the 24th instant, I am instructed by the Postmaster General to inform you that it is quite desirable to have your steamers touch and leave a mail at Acapulco, going and returning; and as it can be done with little trouble, he hopes it will not be objected to.

As regards taking the mails to and from the post offices at the termini of the route, I am desired to say that this service is performed by the present contractors, the advertisement contemplated that this would be done; and as it is the usual course, and the expense to you must be comparatively trifling, it is expected that there will be no objection to it on your part.

With reference to your suggestion, that Costa Rica ought to be included in the clause relative to protection, the Postmaster General has no objection to so altering the articles if you shall desire it, and will return them to the department; but he thinks it wholly unnecessary, inasmuch as this government has no existing difficulty, nor is any anticipated with that of Costa Rica.

It is very important that the contract should be executed in time to give the postmaster of San Francisco instructions on the subject by the mail of the 5th of September.

I am, very respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

C. VANDERBILT, Esq., *New York.*

NEW YORK, *August* 29, 1859.

DEAR SIR: I arrived in town this morning, and Mr. Allen has submitted to me the form of contract brought by General Skinner, as also your favors of the 17th and 25th instant, in reference thereto.

Aware, as I am, of the importance of having the contract executed in time to enable you to give the postmaster of San Francisco instructions on the subject by the mail of the 5th of September, and as the

time intervening will not safely admit of further delay, I have concluded to take immediate action in the execution of the contract, expressing, at the same time, my views on the several points raised by Mr. Allen in his correspondence with the department on the subject.

As regards the Acapulco mail, I am willing to accede to the wishes of the Postmaster General, as he seems to regard this service as "quite desirable;" and as regards the protection clause, I agree with you in deeming it of not sufficient importance to require alteration.

But in reference to the carriage of the mails between the ships and the post offices at the termini of the route, I beg leave to say that this service was not contemplated by me as a part of my duty, and that in making up my estimate of what service would be required of me, I made my calculations of the cost solely as freight matter to be transported in the ships. I made this calculation with much care; and the language of the invitation for proposals was such as entirely to preclude the idea that this additional service would be required of me.

For these reasons, I am sure the Postmaster General will concede the propriety of relieving me from this duty; and I have executed the contract in the full confidence, and on the condition, that the service referred to will be performed by the department, or that the Postmaster General will add the sum of twenty-five hundred dollars ($2,500) to the mail pay, for the nine months' period covered by the contract—say from 1st October, 1859, to 30th June, 1860; the option being with the department to perform this service on its own account, or to entrust it to me for a compensation of $2,500, for the contract period.

Noting the request contained in your favor of 17th instant, wherein you say "the Postmaster General expresses the hope that you (I) will name the shortest time practicable in which the trips are to be performed," I have to say that I have filled up the schedule in accordance with my original proposals. At the same time I beg leave to add, that inducements of a much stronger character than that of the speedy transportation of the mails (although this will be one of a potent character) will necessarily urge me to the performance of the trips in the quickest possible time; for my pride is enlisted in this, and I mean to perform the work as satisfactorily, at least, as it is possible for any one to do it.

Very respectfully, your obedient servant,

C. VANDERBILT.

HORATIO KING, Esq.,
First Assistant Postmaster General, Washington.

POST OFFICE DEPARTMENT, *August* 30, 1859.

DEAR SIR: Your letter of the 29th instant, with articles of contract executed on your part, has been received.

The department will attend to the conveyance of the mails to and from the post offices at the ends of the route.

A certified copy of the contract will be sent to you in the course of a day or two.

Respectfully, your obedient servant,

HORATIO KING.

C. VANDERBILT, *Esq., New York.*

POST OFFICE DEPARTMENT, *August* 31, 1859.

SIR: A contract has been made with Daniel H. Johnson, of New York, to convey the mails between New York and San Francisco, and New Orleans and San Francisco, *via* Nicaragua, semi-monthly, for nine months from 1st October next. You will therefore make up and deliver the mails to him accordingly, instead of to the Pacific Mail Steamship Company, whose contract expires on that day.

In the event, however, of Mr. Johnson's failure to carry, you are instructed to deliver the mails to C. Vanderbilt, or his agent, with whom a conditional arrangement has been made to carry either *via* Nicaragua or Panama.

If it becomes necessary, in the event of such failure, to send by Mr. Vanderbilt's line, you will employ some suitable person to convey the mails to and from the steamship under the supervision of a trusty clerk, as Mr. Vanderbilt's contract does not embrace that service. It may be well to make a contract for the nine months; and this should be done on the best terms practicable. In New York the cost of this service for nine months will not exceed $250, the department now having an offer at that sum.

If the United States mails shall be sent *via* Nicaragua, the mails for Panama, Aspinwall, and the South Pacific, may be sent by the steamships of the Pacific Mail Steamship Company, under the act of 14th June, 1858, for the postages thereon, which should be carefully reported to the auditor for this department.

I am, respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

CHAS. L. WELLER, Esq.,
Postmaster, San Francisco, California.

POST OFFICE DEPARTMENT,
Washington, September 10, 1859.

SIR: I am directed by the Postmaster General to request your immediate attention to the importance of placing the department in possession of full information in respect to the arrangements made by you for carrying out your contract for transporting the mails between New York, New Orleans, and San Francisco, *via* Nicaragua. This matter cannot be longer delayed, and expecially with reference to the service from New Orleans the department must know *immediately* whether or not your arrangements are complete for commencing that service, on the 1st of October next, agreeably to contract. An answer by return mail is requested.

Respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

DANIEL H. JOHNSON, Esq., *New York.*

SALEM, MASSACHUSETTS, *September* 13, 1859.

DEAR SIR: I noticed inclosed paragraph of the 12th instant, in "Tribune," dated 11th, and, only upon the presumption they might have published the truth for once, I beg leave to ask you if you have written me, within two months past, concerning my contract No. 3, as I have not received any communication from your department which remains unanswered; but that may have been intercepted by my foes in New York. I am now on a visit here, and would be highly gratified to hear from you per return mail. I regret I did not see the Hon. Horatio King on his tour East.

I have the honor to be, very respectfully, your obedient servant,

DAN'L H. JOHNSON,
10 *North street, Salem.*

Hon. J. HOLT,
Postmaster General, Washington, D. C.

P. S. For your consideration, I annex a copy of my letter of 20th August, to my friend, Colonel A. G. Sloo, the original of which you may have received.

Inclosure.

NEW YORK, *August* 20, 1859.

SIR: Having, with Colonel Sloo, of Indiana, to aid in the transportation of the mails between New York and New Orleans, *via* Key West, *via* Nicaragua, to San Francisco, &c., &c., agreeably to my contract (No. 3) with the Post Office Department, I have to request that the postmasters on the line of the route be instructed to deliver to said Sloo and the servants of his company, the mail matter to be transported under said contract.

I have the honor, &c.,

DANIEL H. JOHNSON.

Hon. J. HOLT, *Postmaster General,*
Washington, D. C.

Inclosure.

[Copy from the New York "Tribune," Monday, September 12, 1859.]

WASHINGTON, *September* 11, 1859.

"A gentleman of this city has assured the Post Office Department that the contract for carrying the California mail will be executed. But as the contractor himself has neither responded upon the point, by a visit here in person, to explain, as *requested*, nor by *letter*, the department has addressed him another earnest communication asking

as to his preparations for carrying out the contract. A response is necessary, since if the New Orleans branch of service is not to be executed, the California mails from that city must be brought on to New York before the 5th of October."

POST OFFICE DEPARTMENT,
Washington, September 15, 1859.

SIR: I am directed by the Postmaster General to acknowledge the receipt of your letter, dated 13th instant, at Salem, Massachusetts, and to transmit to you the inclosed copy of a letter of inquiry addressed to you at New York, on the 10th instant, an answer to which is requested, by return mail.

Your letter, dated New York, August 20, 1859, of which you inclose a copy, has never been received by the Postmaster General.

Instructions as to your contract were sent to San Francisco by the last mail.

I am, very respectfully, your obedient servant,

HORATIO KING.

DANIEL H. JOHNSON, Esq.,
Salem, Massachusetts.

POST OFFICE DEPARTMENT,
Washington, September 17, 1859.

The present service between your office and San Francisco, both *via* Panama and *via* Tehuantepec, will expire on the first of October next, from and after which date the mails are to be transported agreeably to the new contract made with Daniel H. Johnson, of New York, semi-monthly, *via* Key West and the Isthmus of Nicaragua, the sailing days from New Orleans being the 8th and 23d, and from New York the 5th and 20th of each month, the mails from both offices connecting at Key West, and proceeding from thence direct to San Juan del Norte, and across the Isthmus of Nicaragua to San Juan del Sur, and thence by steamships to San Francisco.

But, as no assurance has been given to the department by Mr. Johnson, the contractor for the new service, that he has completed the necessary arrangements commencing that service agreeably to his contract; and, as a failure on his part to commence the service according to contract will render it impossible to provide for a direct mail from New Orleans, by steamship, in time for the first trip in October, you are hereby instructed to make up mails for California and the South Pacific, and dispatch them by the *land route to New York*, in time to connect with the steamer to sail from New York on the 5th of October next; and to insure the prompt transmission of as large a portion of the New Orleans mails as possible you will make up *daily* mails for California, &c., commencing on the 26th and continuing until the 30th instant, inclusive, and dispatch the same each day to New York,

by the land route. You are also instructed to give the public notice of this arrangement.

Should Mr. Johnson fulfill his contract by departing from New Orleans, on the 8th proximo, you are also instructed to make up the mails on that date, and deliver them to him or his authorized agent, accordingly.

As the contract for mail service *via* Tehuantepec, will expire on the 30th instant, it will be impossible in the execution thereof, to complete a trip commenced at New Orleans, on the 27th instant, only three days previous to its expiration; and the Postmaster General having, heretofore, declined renewing the contract for that service, and not being willing to grant any extension thereof, you will omit sending any mails by that route, on the 27th September instant.

I am, very respectfully, your obedient servant,

HORATIO KING.
First Assistant Postmaster General.

F. S. MARKS, Esq.,
Postmaster, New Orleans, Louisiana.

NEW YORK, *September* 19, 1859.

DEAR SIR: As there is no arrangement made by the "Johnson" party for the transportation of the mails that can be relied upon at all, I am led to believe that our agreement for the California mail service will go into effect the 5th October.

We are all ready from here, and can be ready at New Orleans to leave there on the 5th and 20th, if the department feels justified in ordering the mails to be sent from there on those days. The only object of this note is that I must have the notice at this time that I may make the necessary preparation.

Respectfully yours,

C. VANDERBILT.

Hon. J. HOLT,
Postmaster General, Washington.

POST OFFICE DEPARTMENT,
September 20, 1859.

DEAR SIR: In answer to your letter of the 19th instant, I have to inform you that the postmaster of New Orleans has been instructed to send the California mails for the 5th October by the way of New York, and to give public notice to that effect. He will also dispatch mails for Johnson's line if they are called for, otherwise the trip out from New Orleans on the 5th October will be omitted.

Full instructions will in due time be given to the postmaster of New York; but every precaution will be used to avoid adopting any

measures which could by possibility be seized on by Mr. Johnson as offering an excuse for his failure.

I am, very respectfully yours,

HORATIO KING,
First Assistant Postmaster General.

C. VANDERBILT, Esq., *New York.*

[Telegraph.]

NEW YORK, *September* 22, 1859.

Do me the favor to advise by telegraph if Johnson's contract has been revoked, or still remains in force.

Answer paid.

WM. H. DAVIDGE.

Hon. HORATIO KING,
Washington.

[Telegraph.]

POST OFFICE DEPARTMENT,
September 22, 1859.

Johnson's contract remains in force.

HORATIO KING.

W. H. DAVIDGE, Esq.,
President Pacific Mail Steamship Co., New York.

NEW YORK, *September* 22, 1859.

MY DEAR SIR: Subsequently to my communication of the 21st day of July last I entered into a contract with the department to convey the mails between New York and New Orleans and San Francisco, for the nine months ensuing the 1st of October next. This undertaking was contingent upon the failure of Johnson to perform his contract to carry the mails *via* Nicaragua, and was made in anticipation of such failure.

As it is well known here that Johnson and his associates will be utterly unable to perform their contract, I, of course, stand ready to perform mine in all respects. The circumstances which induce me to address you at this time are these: It is rumored in this city to-day that Mr. Joseph L. White, who (in conjunction with Mr. Sloo) claims to have some kind of assignment of Johnson's contract, has proposed to the Pacific Mail Steamship Company and their connecting steam company from New York to Aspinwall, to carry the mails *via* Panama, in performance of his (Johnson's) contract; Mr. White undertaking to obtain the consent of the department to such performance, in lieu of that stipulated, which was by Nicaragua. I have not permitted myself for one moment to suppose that the department would, in disre-

gard of my rights under my provisional contract, permit the Pacific Mail Steamship Company and their connecting Atlantic steamer to perform the service under an arrangement between them and Mr. White and his associates. But I have, nevertheless, felt at liberty to apprise you of the circumstances, lest, through some inadvertence, the matter might escape the attention of your department. I take it for granted that your department has not been officially informed of the fact of the inability of Johnson and his associates to perform their contract, *but it is notorious here;* and aware, as I have been, that they have no provision for the service upon either ocean, I have kept myself in readiness to perform the required service, and have made special arrangements to that end. It would be to me a matter of great mortification if (after my intervention and provisional contract with the department) my competitors, the Pacific Mail Steamship Company, should be able to obtain the mails, to my exclusion, by means of any contrivance of any description.

I have, of course, refused to deal with these parties, and was a good deal surprised upon being informed that the Pacific Mail Steamship Company had consented to negotiate with them, especially after they must have learned, through the public press, that I had made a contract with the department providing for the contingency of Johnson's failure. Of course, their only object would be to defeat my action and, if possible, embarrass my well-known determination to open the transit by Nicaragua as soon as it is in my power to do so. If necessary to a perfect understanding of the question, and a proper appreciation of its importance, I will at once attend at Washington to make any further explanation.

Will you do me the favor to advise me of the receipt of this communication, and, if consistent with the usages of the department, lay a copy before the President.

Very respectfully, your obedient servant,

C. VANDERBILT.

Hon. J. HOLT,
Postmaster General, Washington.

POST OFFICE DEPARTMENT, *September* 23, 1859.

SIR: In answer to your letter of the 22d instant, I have to inform you that if Mr. Daniel H. Johnson shall fail to make arrangements to carry out his contract to convey the mails *via* Nicaragua, your conditional contract for the conveyance of these mails will take effect, as a matter of course. The postmaster of San Francisco has been so instructed by letter under date of 31st August, and the postmasters of New York and New Orleans will, in due time, be instructed to the same effect.

The mails will not be delivered to Mr. Johnson, nor to his order,

except upon the positive assurance that they will be carried *via* Nicaragua, agreeably to contract.

Very respectfully, your obedient servant,

HORATIO KING,
Acting Postmaster General.

C. VANDERBILT, Esq., *New York.*

POST OFFICE DEPARTMENT,
Washington, September 23, 1859.

SIR: Referring to my letter of the 10th instant, in which you were requested to place the department in *immediate* possession "of full information in respect to the arrangements made by you for carrying out your contract for transporting the mails between New York, New Orleans, and San Francisco, *via* Nicaragua," to which letter you have not as yet, after the lapse of thirteen days, made any answer. I have now to inform you that unless you are fully prepared to take the mails from New York and San Francisco on the 5th, and from New Orleans on the 8th of October next, and convey them *via* Nicaragua, according to the stipulations in your contract, a provisional arrangement already concluded with another party providing for the conveyance of the California mails, in case of failure on your part to carry out your contract in good faith, will necessarily go into effect.

It is, therefore, of the highest importance that you should apprise the department *at once* of the arrangements made by you for transporting the mails *via* Nicaragua according to your contract, in order that the department may issue the necessary instructions in the premises. The mails will not be delivered to you, except upon the certain assurance that they will be transported over the Nicaraguan route.

I am, very respectfully, your obedient servant,

HORATIO KING,
Acting Postmaster General.

DANIEL H. JOHNSON, Esq.,
New York, N. Y.

POST OFFICE DEPARTMENT,
Washington, September 23, 1859.

[Duplicate.]

HORATIO KING,
Acting Postmaster General.

DANIEL H. JOHNSON, Esq.,
Salem, Massachusetts.

OFFICE OF THE U. S. AND CENTRAL AMERICAN TRANSIT CO.,
No. 3 Bowling Green, New York, September 26, 1859.

SIR: Your letter addressed to Daniel H. Johnson has been referred to this company for a reply.

Mr. Johnson long since made arrangements with us for the transportation of the mails under his contract with your department, Colonel A. G. Sloo acting for us in the premises.

We are ready to transport the mails from the points *in the* manner, and according to the terms and conditions designated in the contract, and to transport them *via Nicaragua*, which we have caused to be put in complete order for the service.

We should long since have been ready, and would have named our ships, had it not been for the "provisional arrangement" made by your department, which necessarily threw doubt and distrust on our ability to perform the service, and which furnished a motive and inducement to the favored "provisional" contractor to resort to any means to defeat us in the performance of it. Indeed, such seems to have been the object of the "provisional arrangement," since every one is presumed to intend the natural consequences of his own act; and, besides this, we have the further evidence of repeated declarations, by an Assistant Postmaster General, that "no confidence was felt by the department that Johnson would carry the mails." Publicity was given to this and other similar declarations in the *New York Tribune*, the telegraphic correspondent of which seemed always to speak by authority. The contents of even your letter of the 10th instant appeared in that paper the morning of the 11th, and *your letter* did not reach him until the evening.

You cannot fail to see that such a course of conduct on the part of an *official*, although it may have precedents, of which we are *ignorant*, has an inevitable tendency to destroy the credit of those against whom it is directed. That such was the purpose of it, we can of course only conjecture, but we felt the necessity of not revealing any of our "arrangements" until it should be too late to defeat them by a "provisional" contractor, who was stimulated by the hope of future reward, *held out to him by the government*, to resort to all the means that money and machination can command for such purpose.

But, whatever may have been the *purpose* and intent of these repeated hostile declarations, and this "provisional arrangement" with one who has always proved himself the enemy of every American maritime enterprise, we repeat that we are ready to carry the mails according to the spirit and letter of the contract.

If there be any law or rule of your department requiring a contractor to furnish all the particulars of his business in the performance of his contract, we shall of course yield to it. But we had supposed that a contract once made, with proper sureties, the duty of the department ended, until a failure occurred.

Very respectfully, yours, &c.,

ISAAC C. LEA, *Secretary.*

Hon. H. KING, *Acting Postmaster General.*

P. S. We shall, at our earliest convenience, send your letter and a copy of this reply, to the President of the United States.

POST OFFICE DEPARTMENT,
Washington, September 28, 1859.

SIR: Your letter of the 26th, written as a reply to mine of the 23d instant, addressed to Daniel H. Johnson, the contractor with this department for conveying the California mail, *via* Nicaragua, after the 1st proximo, is received.

As Mr. Johnson is still recognized and held by this department as the contractor for that service, an answer to the inquiries made in my letter of the 23d instant, was expected from him, and not from any third party with whom he may have made arrangements, unauthorized by, and without the sanction of, the department.

But as you have assumed to address me in reply, and have taken occasion to animadvert on the action of the department in the matter, it is perhaps proper that I should notice your communication, simply for the purpose of explanation.

The contract with Daniel H. Johnson was signed on the 31st of May last, and contains the usual provision, inserted in all mail contracts for the protection of the government against improper and irresponsible assignees, that it shall not be assigned "without the consent of the Postmaster General." It was entered into in perfect good faith on the part of the department, and every precautionary measure taken to aid and promote its faithful execution. The Department of State was at once informed relative to the new arrangement, and requested to communicate officially with the government of Nicaragua, and secure the adoption of such measures by that government as might be necessary for the protection of the mails during their transit across the Isthmus. On the 6th of July last, the contractor was advised of the steps taken to secure the coöperation of the State of Nicaragua, in protecting the mails and passengers, and that it was important that he should "inform the department more fully and particularly than has heretofore been done, with reference to the parties in interest with you," (him,) "and all particulars relative to means and facilities of transportation, plans of operation, &c." An *immediate answer* was solicited, and a *personal interview at the department* requested, if possible, at an early day. But all the efforts of the department to obtain an interview with Mr. Johnson on that subject, or any information from him or other reliable sources, relative to his arrangements for the mail service, proved totally unavailing.

Your letter of the 22d of July last, inclosing the copy of an alleged assignment by Daniel H. Johnson to the "United States and Central American Transit Company," (of which you are secretary,) of his contract with this department, for a consideration of $35,000, ($10,000 to Johnson and $25,000 to his sureties,) contained the first intimation that any action had been taken by him with reference to his contract. But before the Postmaster General could assent to any assignment of the contract, it was proper and necessary, in view of the important character of the service to be performed, that he should be placed in possession of full and reliable information as to the ability of the proposed assignees to perform the service required; and, for the purpose of obtaining such information, he addressed to you a letter, in answer,

on the 30th of July last, stating that before he could determine the question of assenting to the proposed assignment of the contract to the "United States and Central American Transit Company," he must be informed:

"1. Who are the members of said company.

"2. A copy of the charter granted them by the Nicaraguan government must be forwarded to the department.

"3. What ships are now owned by the company and destined for the service referred to, and within what time the arrangements for the execution of the contract will be complete."

Although you were requested to furnish at once the information therein called for you have made no reply, either in writing or verbally, and, in the absence of the information required, the department was precluded from taking any action with reference to the proposed transfer, which could not, in the nature of the case, be allowed, except upon satisfactory information and assurance that your company were then or would be prepared to perform the required service in good faith and in a satisfactory manner.

The Postmaster General having wholly failed to obtain from the contractor any information whatever with respect to his arrangements for the performance of the stipulated service, and having likewise failed to receive any information from your company in answer to his letter of 30th July, he was forced to conclude that the representations publicly made through the press, and by communications addressed to the department, that the contractor would not be prepared to enter upon the required service at the appointed time, might prove to be correct, and it became absolutely necessary, under the peculiar circumstances of the case, and in view of the disastrous consequences which would result from even a temporary suspension of the California mails, that he should take precautionary measures in advance for keeping up this very important branch of the mail service between the Atlantic and Pacific States in the event of Johnson's failure. Accordingly, a provisional arrangement was concluded with Mr. Vanderbilt for the transportation of the California mails, contingent on the failure of Mr. Johnson to take the mails from New York and San Francisco on the 5th and from New Orleans on the 8th of October next, according to his contract. This provisional contract does not, however, in any respect interfere with the just rights of the original contractor.

With reference to the statement made in your letter, that "we should long since have been ready, and would have named our ships, had it not been for the provisional arrangement made by your department, which necessarily threw doubt and mistrust on our ability to perform the service," &c., I beg leave to remark, that at the time you were requested to furnish the information necessary to enable the Postmaster General to act upon the proposed transfer from Johnson to your company, viz: on the 30th of July last, and for a month subsequently, no such provisional arrangement had been concluded. Moreover, the department studiously avoided giving information of that arrangement until after the telegraphic dispatch of the 7th of September appeared in the New York Tribune, (which dispatch did not proceed from, nor was it authorized by the department,) announcing that such provisional contract had been made with Mr. Vanderbilt.

But although the Postmaster General had thus wisely guarded against a failure to have the mails transported, he was anxious for the fulfillment of Mr. Johnson's contract, and continued his efforts to ascertain whether or not his wishes were to be gratified. To this end I addressed, under date of 10th of September instant, a letter to Mr. Johnson in the following words, viz:

"I am directed by the Postmaster General to request your immediate attention to the importance of placing the department in possession of full information in respect to the arrangements made by you for carrying out your contract for transporting the mails between New York, New Orleans, and San Francisco, *via* Nicaragua. This matter cannot be longer delayed; and especially with reference to the service from New Orleans, the department must know *immediately* whether or not your arrangements are complete for commencing that service on the 1st of October next, agreeably to contract. An answer by return mail is requested."

To this letter no answer has come to hand; but on the 15th instant the Postmaster General received from Mr. Johnson a letter written from Salem, Massachusetts, under date of September 13, in which, alluding to telegraphic despatches in the New York Tribune of the 11th and 12th September, in regard to his contract, he asks, "if you [he] have written to me [Johnson] within two months past concerning my contract No. 3," and states that "I [he] have not received any communication from your department which remains unanswered," &c. With this letter he inclosed a copy of a letter purporting to have been written by him on August 20, 1859, and addressed to the Postmaster General, informing of an arrangement made with Colonel A. G. Sloo, of Indiana, "to aid in the transportation of the mails," agreeably to his contract, and requesting that instructions might be given to postmasters on the line of the route "to deliver to said Sloo, and the servants of his company, the mail matter to be transported under his contract."

He was informed immediately, in answer, by letter of 15th instant, that his letter of August 20, of which he had inclosed a copy, had never been received by the Postmaster General, (nor has it yet come to hand,) but that instructions as to his contract had been sent to San Francisco by the last mail. A copy of my letter of 10th instant was at the same time inclosed to him at Salem, with a request to answer by return mail.

It will be observed, therefore, that whereas the department was particular to withhold all information about the provisional arrangement until after it obtained publicity from some other quarter by the Tribune dispatch of the 7th September, above referred to, according to Mr. Johnson's statement, all his arrangements for carrying out his contract were completed prior to or by the 20th of August. Hence the provisional arrangement with Mr. Vanderbilt, made subsequently to that date, cannot now be urged as having been the means of delaying those arrangements on the part of Mr. Johnson, nor as throwing "doubt or distrust on your ability to perform the service;" neither does it afford any excuse either to him or to yourself for not answering the letters addressed to you, respectively, by the department.

With regard to your remark, that "if there be any law or rule of your department requiring a contractor to furnish all the particulars of his business in the performance of his contract, we shall of course yield to it," I have to observe, that any information touching the preparations made for performing a contract is at all times proper to be furnished by contractors, and I am not aware that it has been before refused, when asked for by the department. Such information was not only proper, but particularly necessary in the present case, on account of the magnitude of the service to be performed, and the difficulties attendant upon the transportation of the mails by a new route, across the territory of a foreign country. And when your company proposed to take Mr. Johnson's contract, by transfer, it became equally important that you should advise the department with regard to your ability to perform the service. But as the contract has not been transferred, and Mr. Johnson and his sureties are the only parties relied on for its fulfillment, the department will not, of course, presume to make any further call on your company for the particulars of its business.

In conclusion, I can only say, that the department looks to Mr. Johnson to carry out his contract in good faith, and it will be gratified to know that his arrangements are complete beyond the possibility of failure to secure this desirable result.

I am, very respectfully, your obedient servant,

HORATIO KING,
Acting Postmaster General.

ISAAC C. LEA, Esq.,
Sec'y U. S. and Central American Transit Co.,
No. 3 Bowling Green, New York city.

POST OFFICE DEPARTMENT,
Washington, September 29, 1859.

SIR: The Postmaster General having requested you, in his several communications, dated 6th July, 10th September, and 23d September, 1859, respectively, to furnish the department with full information, relative to the arrangements made by you for carrying out your contract for transporting the mails between New York, New Orleans, and San Francisco, *via* Nicaragua, and no answer having been received from you to either of said communications, you are hereby instructed to answer specifically the following inquiries:

1. What means have been provided by you for the execution of your contract for transporting the United States mail from New York and New Orleans to San Francisco, and back, *via* Key West and Nicaragua? and that you specify:

2. By what steamships, and by whom such ships are owned and commanded, the mails are to be transported from New York and New Orleans to and from the Isthmus of Nicaragua, and between San Francisco and the Isthmus of Nicaragua. Also, what steamboats and land carriages are provided for performing the services across the Isthmus of Nicaragua from San Juan Del Norte, thence by the river

San Juan and Lake Nicaragua to Virgin Bay, and thence to San Juan Del Sur, in the State of Nicaragua.

Your answers to the above inquiries must be handed to the postmaster of New York, or his chief assistant, by Monday next the 3d of October.

I am, very respectfully, you obedient servant,

HORATIO KING,
Acting Postmaster General.

DANIEL H. JOHNSON, Esq.,
Salem, Massachusetts.

POST OFFICE DEPARTMENT,
Washington, September 29, 1859.

[Duplicate.]

HORATIO KING,
Acting Postmaster Gemeral.

DANIEL H. JOHNSON, Esq.,
New York, New York.

POST OFFICE DEPARTMENT,
September 29, 1859.

SIR: I send you herewith a letter addressed to Daniel H. Johnson, contractor for the New York, New Orleans, and California mail service, which you will, *at the earliest moment practicable*, seal and place in his hands, if he is in Salem, and note the time, &c., of your complying with this instruction.

Respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

JOSEPH S. PERKINS, Esq.,
Postmaster, Salem, Massachusetts.

P. S. Similar request is made of the postmaster of New York by duplicate.

POST OFFICE DEPARTMENT,
September 29, 1859.

SIR: I send you herewith a letter addressed to Daniel H. Johnson, contractor for the New York, New Orleans, and California mail service, which you will seal and place in his hands (keeping evidence of the same) at the earliest moment practicable.

Very respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

ISAAC V. FOWLER, Esq.,
Postmaster, New York.

P. S. I have sent a duplicate, with similar instruction, to the postmaster of Salem, Massachusetts.

OFFICE AMERICAN, ATLANTIC, AND PACIFIC SHIP CANAL COMPANY,
28 *Broadway, New York, September* 30, 1859.

SIR: I deem it my duty, on behalf of the American, Atlantic, and Pacific Ship Canal Company, to apprise the department that the steamers Cass, Irisarri, Catherine Maria, and Laura Francis, in the service and under the control of this company, and the property of John P. Yelverton, Esq., (the president of this company,) now in the river San Juan and on the Lake of Nicaragua, will not be available for the conveyance of the United States mail to California, to leave on the 5th of October next.

Attempts have been made in Nicaragua to get control and possession of the lake steamer Cass, Irisarri, and the steamer Catherine Maria, but I am informed by the Hon. General Cass, Secretary of State, by a letter dated 26th of this month, addressed to me that the steamers Cass, Irisarri, and Catherine Maria had been claimed by George B. Slocum and William H. Place, but because they could not show a title of ownership their pretentions were not recognized by Nicaragua.

The steamer Laura Francis was in the possession of our agent, Mr. H. Dickson, according to a letter from him to me, dated San Juan del Norte 16th September, instant.

No application has been made to this company up to this date by any parties connected with the mail for the use of said steamers Cass, Irisarri, Laura Francis, and Catherine Maria, and this company has, in the most positive manner, instructed its agent in Nicaragua not to allow the said steamers to be used for any purpose of transit either of mails or passengers, except under direct orders from the undersigned, secretary of the American, Atlantic, and Pacific Ship Canal Company.

The documents of title to said steamers are all on the books of the custom-house in New York.

This company will afford no facilities to parties who have placed themselves in hostility to our company, both here and in Nicaragua, and who owning no boats of their own in the waters of Nicaragua, have used all means to obtain a surreptitious possession of property which does not belong to them.

We have a great interest in opening the Nicaragua route ourselves, and in due time we expect to do so.

I have the honor to remain, sir, your obedient servant,

J. E. BODY,
Secretary.

Hon. JOSEPH HOLT,
Postmaster General, Washington.

NEW YORK, *October* 4, 1859.

DEAR SIR: In consequence of the various reports touching the transportation of the United States mail to leave New York on the 5th instant, I tender to the department the use of my ships for the transportation of the whole, or any portion of the same, from New York to

California, at the same rate of pay as one voyage will bear to the whole number of trips to be made by me, under my contract of August 30, 1859, provided I should hereafter carry, or not, the mails under that contract.

Yours, respectfully,

C. VANDERBILT.

HORATIO KING, Esq.,
First Assistant Postmaster General.

[Dispatch.]

NEW YORK, *October* 4, 1589.

Is steamer Habana or other vessel ready to take California mails to-morrow, under the Johnson contract? Answer here.

HORATIO KING,
First Assistant Postmaster General.

To POSTMASTER, *New Orleans, La.*

[Telegraph.]

NEW ORLEANS, *October* 5, 1859.

We are not advised of any arrangement for carrying the mails under the Johnson contract.

S. F. MARKS, *P. M.*

H. KING, *First Assistant Postmaster General.*

POST OFFICE, *New York, October* 5, 1859.

SIR: Up to this moment (10½, a. m.,) it is undetermined whether or not the bulk of the mails is to be sent under Johnson's contract, *via* Nicaragua; but, in any event, the mails for the South Pacific, &c., will go forward by Mr. Vanderbilt's steamer "Northern Light," and all mails that may be sent by that vessel to-day, as well as all mails which may be brought to Panama by the Vanderbilt line, you will be pleased to see conveyed across the Isthmus, at a compensation agreeably to one or other of your recent propositions, as the Postmaster General may hereafter elect. Of course, if the mail is so light as to come to less than the rate of $100,000, payment will be made by the pound. Our agent at Panama is instructed to weigh them.

Very respectfully, your obedient servant,

HORATIO KING.

DAVID HOADLEY, Esq.,
President Panama Railroad Company, New York.

POST OFFICE, *New York*, *October* 5, 1859.

SIR: The mails to be taken by your ship to-day for the South Pacific, &c., you will pass over to the Panama Railroad Company in the usual manner, and the same with reference to any mails which may be brought by your line to Panama.

In the event of the entire failure of Johnson, your conditional contract will of course take effect at once, but if a portion only of the California mails are sent by your line to-day, as contemplated by your note of yesterday, it is to be done, as proposed in that note, without reference to your contract.

Very respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

CORNELIUS VANDERBILT, Esq.,
New York,

NEW YORK, *October* 5, 1859.

SIR: In view of the new expedition set on foot by General Walker, for the invasion of Nicaragua, I have thought that it might be unsafe to send the United States mails by that Isthmus.

Under the circumstances of the case, therefore, I have to request that the mails may be sent *via* Panama, and that I and the co-sureties may be released from any penalties under the contract made with D. H. Johnson, to carry the said mails *via* Nicaragua.

In no event shall any claim be made on the government for damages under said contract.

Respectfully yours, GEORGE IRVING.

Witness:
I. V. FOWLER.

Hon. J. HOLT,
Postmaster General.

POST OFFICE, NEW YORK, *October* 5, 1859.

SIR: I am in receipt of your communication of this date, addressed to the Postmaster General, asking, for yourself and co-sureties, to be released from your liability under the contract executed in May last, by Daniel H. Johnson, as principal, and yourselves as sureties, for the transportation of the California mails between New York and New Orleans and San Francisco, *via* Key West and the Isthmus of Nicaragua, and agreeing, on your parts, that in no event shall any claim be made for damages on account of the contract not being carried out. In answer, I am instructed by the Postmaster General to accept your proposition and agree to its conditions.

Very respectfully, your obedient servant,

HORATIO KING,
First Assistant Postmaster General.

GEORGE IRVING, *Present.*

NEW YORK, *October*, 1859.

Memorandum.—Wrote to Mr. Vanderbilt to know if he can take mail from New Orleans for California to connect with the trip from New York to-day.

H. K.

Received verbal answer that he could not, as he had no vessel at New Orleans which could be used for that purpose; that he could have done it had he been notified a week or two ago; that the service will be regular from there, commencing with second trip in October.

H. K.

POST OFFICE, NEW YORK, *October* 5, 1859.

DEAR SIR: The Johnson contract is given up, they being unable to carry it out; and Vanderbilt's conditional contract for the California and other mails, of course, takes effect at once.

Very respectfully, your obedient servant,

HORATIO KING.

CHAS. L. WELLER, Esq.,
Postmaster, San Francisco, California.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 46.

REPORT

OF

THE SECRETARY OF THE INTERIOR,

COMMUNICATING,

In compliance with a resolution of the Senate, the correspondence between the Indian Office and the present superintendents and agents in California, and J. Ross Browne, Esq., together with the report of the Commissioner of Indian Affairs, inclosing the same to the department.

MAY 17, 1860.—Read and ordered to lie on the table.
MAY 19, 1860.—Motion to print referred to the Committee on Printing.
MAY 22, 1860.—Report in favor of printing the usual number submitted, considered, and agreed to.

DEPARTMENT OF THE INTERIOR,
May 17, 1860.

SIR: In compliance with the resolution of the Senate, adopted April 7, 1860, I have the honor to submit copies of the correspondence between the Indian Office and the present superintendents and agents in California and J. Ross Browne, Esq., together with a copy of the report of the Commissioner of Indian Affairs, inclosing the same to this department.

With great respect, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. J. C. BRECKINRIDGE,
President of the Senate.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, May 16, 1860.

SIR: The accompanying documents are submitted as a response to the resolution of the Senate of the 7th, which was received here by reference from you on the 9th ultimo, and which required that "copies of all correspondence or reports made by the present superintendent or agents of the Indian department, or by the special agent of the gov-

ernment, J. Ross Browne, relating to the condition or management of the Indians and their reservations in California."

The resolution is herewith returned.

I have the honor to be, very respectfully, your obedient servant,

A. B. GREENWOOD, *Commissioner.*

Hon. J. THOMPSON,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 4, 1859.

SIR: You have been appointed by the President, by and with the advice and consent of the Senate, superintendent of Indian affairs in California, and I transmit by the present steamer your commission to the care of the district attorney of the United States for the northern district of California.

Before entering upon the discharge of the duties of the office, you will be required to enter into bond (of which I inclose herewith a form) in the penal sum of two hundred thousand dollars, with two or more sureties, whose sufficiency must be certified by a judge or attorney of a district court of the United States, and the prescribed oath must be taken before such judge or a justice of the peace. In the event of its being taken before a justice, his official character must be certified by the proper officer, under seal.

When you shall have executed your bond, and taken the oath of office in the manner pointed out, and shall have paid into the treasury $1,089 83, the balance admitted by you to be due the United States, and deposited with the assistant treasurer at San Francisco, to the credit of the Treasurer of the United States, the sum of $2,943 79, claimed of you in addition by the United States as late marshal, &c., as per instructions from the Secretary of the 19th ultimo, you will file with the district attorney, with evidence of such payment and deposit, your bond, upon which, if satisfactory to him, he will turn over to you your commission, in accordance with the instructions which will be given him to-day.

It is desirable that you should enter upon the discharge of your duties as superintendent as early as practicable; and, as soon as the district attorney shall have been enabled to certify to the present incumbent that you have fully complied with the requisitions of this department, you will present his certificate thereof to Colonel Henley, the present superintendent, who will be prepared, by directions from this office, to turn over to you all public moneys, books, papers, and other public property in his possession, and to place in your hands orders to the different reservations for putting the same under your control and direction.

You will make it your first duty, after relieving Colonel Henley at San Francisco, to proceed with all practicable expedition to the different reservations, for the purpose of taking an inventory of all public property, fixed or movable, that may be found thereon, the amount of which on each reservation you will report to this office, and, as soon

as circumstances will permit, you will take the measures best calculated in producing the best results to sell all that will be useless or unnecessary to the service under the system of reduction of expenditures and a more economical administration of affairs now to be initiated.

You will also ascertain and report to this office the entire liabilities that have accrued against the service in California, as well in San Francisco as at the different reservations, in order that remittances from the now limited appropriations for the service may be properly made and duly proportioned, so as to be made to spread equally over the present and ensuing fiscal years.

Your compensation will be at the rate of $4,000 per annum, to commence from the day upon which you shall relieve the present incumbent, Colonel Henley.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Commissioner ad interim.

JAMES Y. MCDUFFIE, Esq.,
San Francisco, California.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, Cal., September 4, 1859.

SIR: As soon as practicable after my arrival in this State, I proceeded, in conformity to my instructions from the department, of the 4th of April, to visit the different Indian reservations, of course, connected with this superintendency, for the purpose of examining into their present condition, and of receiving from Colonel T. J. Henley the public property intrusted to him as superintendent of Indian affairs for California.

I have now the honor to report the following as the result of my investigation:

NOME LACKEE.

This has generally been considered the most prominent reservation. It is situated on the edge of the foot-hills into which the Coast range breaks, descending into the Sacramento valley. It is said to contain 25,000 acres, and presents one of the finest ranges for stock and the production of all kinds of small grain, to be found in the State. The country is gently undulating from the spur of the Coast range to where it strikes the Sacramento valley, a distance of twelve miles. The hills are covered with a luxuriant growth of wild oats, indicating the character of the soil, and any attempt at cultivation is rewarded by an abundant harvest. In consequence of the scarcity of water, but little success is met with in the cultivation of vegetables, melons, &c., so much desired as an article of Indian food.

There has been cultivated, during the past season, about 800 acres, mostly in small grain, out of which 150 acres of wheat was almost totally destroyed by smut. These 800 acres are divided into small farms, some distance apart, but all within the circumference of seven

miles; the richest bottoms only being selected for cultivation, causing this separation.

In consequence of the scarcity of timber in the immediate vicinity, the nearest being found in the Coast range, twelve miles distant, but little fencing has been done, so that these districts of cultivated land are at all times open to the ranges of cattle, being protected only by the vigilance of those persons in whose immediate charge they are. However much this is to be regretted, and notwithstanding the unprotected appearance it gives the farms, it is, I think, in a great measure unavoidable, as the procuring of timber from the mountains would entail an expense which the necessities of the reservation will not warrant.

The grain, wheat, barley, and rye were being harvested during my visit; but an approximate estimate of its yield could be made. The growth appeared to be luxuriant, and it was estimated that it would be 15,000 bushels. Should the crop reach this amount, the result will be gratifying, inasmuch as it, together with the remainder of the last harvest will materially lessen the expense of the reservation during the coming year.

A large garden has also been attempted; some labor has been expended upon it, but with little success, a few fruit trees and vegetables of but little value being all that is left to testify to the efforts of a gardener.

As will be seen in the accompanying inventory of property, a number of houses have been built; many of these are small wooden structures, of but small value, though answering the purposes for which they were intended.

Those in the neighborhood of headquarters are substantially built, mostly of adobe, and serve as comfortable residences for the employés. The farming improvements, barns, corrals, &c., are of that durable character usually used on the frontier. These buildings are located on different parts of the reserve, mostly adjacent to the farms. There is also on this reservation a band of California mares, with which a number of colts and a few mule colts are running. I have ordered them to be sold under my general instructions, as they are of but small value to the government, and a source of some expense. I am confident that the raising of stock on these reservations will never prove profitable, unless it is entirely separated from every other interest, and held to a strict and particular accountability by itself.

I was unable to ascertain the exact number of stock cattle belonging to this reservation. The agent estimates them (after deducting the number that have been killed for food) to be about one hundred and twenty-five head. But few of these were to be seen, the lateness of the season compelling them to stray and scatter over a large tract of country in search of water. It was represented as being impossible to get an accurate account of them, excepting at a general rode of all the cattle in the neighborhood, which at that season of the year was impracticable on account of the extreme heat of the weather. The total number of Indians estimated to belong on this reservation is one thousand. Many of these visit the reserve only at certain periods of the year, when they remain for awhile, resorting again to the hills as the season

for wild fruit approaches. The number present during my visit was upwards of six hundred, the half of whom were engaged in the labors of the field. A number of these people appeared intelligent and industrious, understanding well and apparently appreciating the cultivation of the soil, and the management of the various machines used in harvesting. They appeared well-disposed and contented, performing their duties with spirit and alacrity.

As this reservation is the only one whose boundaries have been definitely fixed by survey, it has assumed a position the others cannot take. It is entirely free from the intrusion of settlers, and recognized by the community as a point established by the government as a reservation.

In location I look upon it as being in many respects disadvantageous. Situated in the center of one of the most thriving counties in the State, the surrounding country is being rapidly settled, and before long the entire reserve will be pressed upon all sides by a busy population. The interests of a farming community are never identical with those of an Indian farm, and the proximity of the whites always leads to disaffection among the Indians. Isolation from these influences, which is a great consideration in the selection of an Indian reservation, is here out of the question. Apart from this, Nome Lackee possesses but few attractions to other Indians than those whose immediate home it has ever been; game of every kind is scarce; it possesses no fishery, and the usual crop of acorns, so eagerly sought by the Indians, is not to be found here; hence I consider that while the county of Tehama is deprived of one of its finest tracts of land, an inadequate advantage accrues to the government.

NOME CULT.

This valley lies in the coast range, and is about sixty miles southwest of Nome Lackee. The trail to it leads directly over an elevated portion of the Coast range, which divides the waters of Eel river from those of the Sacramento.

The estimated elevation of this ridge is four thousand feet, and at this late season of the year snow was lying in deep drifts upon its northern face. The trail from Nome Lackee is a good one, and is practicable for pack trains during a large portion of the year, wood, water, and grass being found in abundance.

The valley runs northwest and southeast, and contains about twenty thousand acres. An Indian farm was established in the northern portion of it by Colonel T. J. Henley, late superintendent, some time in the year 1856. It has been conducted with some success, and contrasts now favorably with Nome Lackee. It contains about four thousand acres, a large portion of which is inclosed by a substantial oak rail fence, all of which, under the superintendence of white employés, has been accomplished by Indian labor.

Several comfortable log houses have been erected at the headquarters, and surrounded by an oak palisade; others of a less costly character have been built on convenient parts of the farm. A large number of small log huts have also been put up for the use of the Indians, which I am told they occupy during the winter months.

About three hundred acres have been cultivated this season, two hundred of which was planted in small grain, one hundred in corn, and the remainder in vegetables.

The crops were being harvested during my visit, and promised from their appearance to yield abundantly, excepting one hundred acres of wheat, which was destroyed by smut.

Vegetables of every variety grow here with great luxuriance, and some of a superior quality can be raised. During the spring and summer a large portion of this valley is covered with a rich growth of clover.

Wild potatoes and other nutritious roots, much desired by Indians, are to be found in large quantiiies. Oak timber, of a superior size and quantity, abounds here, producing a crop of acorns which contributes largely to the support of the Indians. Difficulties have arisen between the settlers and the Indians, on account of this source of subsistence being somewhat cut off, from the numerous bands of cattle running in the range, by the Indian harvest.

Water can be obtained by digging twelve or fifteen feet in any portion of the valley, and quite a number of living springs are scattered over its face. The season of vegetation is later in this region than in the Sacramento valley by about one month. Cut off from the settlements, and inclosed upon all sides by mountains, possessing every quality in the soil for the successful cultivation of a farm, and containing an abundance of those wild products so desired by Indians, I know of no place within this State so well fitted for an Indian reservation as it. If bounded on one side by Eel river, and on the others by the mountain shed, this reservation would possess advantages rarely to be found. In order, however, that the reservation system should be carried on with a prospect of success in this region, I deem it essential that the entire valley should be occupied by it, and that the settlers now holding claims should be induced to move out of it. I look upon this as absolutely necessary to the successful prosecution of the reservation system in this place.

A number of cattle belonging to the government are running at large in this valley. I endeavored to have them collected, but found it impossible, excepting at a rate of compensation, which I did not consider the case warranted. The number is said to be three hundred and fifty. I was enabled to count upwards of three hundred of them, but declined to receive them until they were all collected and properly branded with a uniform mark. At present, a large number of them bear the mark of their original owner, and, in general, they are so much mixed up with those belonging to settlers that I was convinced a correct account could not be taken excepting at a general rode.

It is my intention to visit this valley again, in company with Colonel Henley, later in the fall, when I shall receipt to him for such as are turned over to me, and advertise the same immediately for sale.

MENDOCINO.

This reservation extends from Hare creek to a short distance above the Bedator—distance about ten miles, and is three miles wide. It is

particularly well situated for a reservation, abounding in the natural sources of Indian subsistence. Fish of various kinds abound, besides the usual quantity of seeds and edible roots in the vicinity. A fishery exists in the Noyo river, where a considerable supply of salmon can be caught every season for the use of the Indians.

Although grain does not thrive in this region in consequence of the cold sea breezes, vegetables can be cultivated with great success. There has been from four to five hundred acres cultivated this season, which will probably yield a fair average crop. The greater portion of the land under cultivation is of a light, sandy character. Farms are established at different points on this reserve, taking advantage of the best location. The first is Bald Hill, four miles, and the second, Bedator, two miles from headquarters.

At each of these farms small ranches are established, containing a few families, from whom the necessary working hands are obtained. As a general thing these families appeared well clothed, though they expressed themselves much dissatisfied with their condition.

The total number of Indians residing on this reservation does not exceed five hundred, although, I am convinced, a greater number visit the reserve at certain seasons of the year, and, by judicious management, could be induced to remain permanently.

A number of houses have been built as quarters for the employés. These are of an ordinary, though comfortable character. Those composing the headquarters are small, though well constructed. The blacksmiths' and carpenters' shops are sufficiently large and commodious, and the barns are superior in character to any I have seen on the reservations.

The different articles enumerated on my inventory as farming tools are very much worn, and will require replacing before long. Considering the natural advantages this reservation possesses, it does not present a thriving appearance.

The number of resident Indians should be increased; a large quantity of land should be cultivated, and more attention paid to the moral and physical condition of the Indians.

I have to report to the department the existence of a steam saw-mill on this reservation under the direction of private individuals. It is situated at the mouth of the Noyo river, about six hundred yards from the headquarters. The department is familiar with the particulars attending the erection of this mill. At present I regard it as an obstacle in the way of the future welfare and prosperity of the Indians, subjecting them to the baneful influences of a class of white men, whose interests are in no way indentified with theirs, and who have no sympathy for their condition. The utmost effort on the part of the agent in charge of this mill, who seems inclined to support the laws and regulations of the reserve, cannot abate the evil attending this proximity of the whites.

Intemperance and disease are among the evils which must inevitably attend these people so long as they are subjected to these influences. Apart from these considerations, the operations of logging incroaches upon and injures the salmon fishery in the Noyo river, which is one of the natural resources of the place.

A private store for the vending of goods to Indians and employés has been for some time carried on here, by permission, I understand, of the late superintendent. So convinced am I of the unavoidable evils attending all such licenses upon reservations, that I shall revoke the permission granted in this instance, at once.

With the view of separating the Indian for the time being from the influences referred to, the agent has been directed to remove them immediately after harvest from the headquarters to the neighborhood of the Bedator, leaving only force enough to carry on the earnest business of the place. I was induced to this step from a hope that means may be devised for the removal of these evils.

FRESNO.

This agency is situated on the Fresno river, a small stream which rises in the Sierra Nevada, sinks early in the summer shortly after entering the San Joaquin plains, but empties into the San Joaquin river during the winter or rainy season. A farm was established here upon the property of M. Vinsonhaller some years ago for the support of the Foot-hill Indians, and such other tribes as might be induced to reside in the plains.

If this farm ever did afford the home and protection for which it was established, the period has passed when it can be of the slightest service. Constant droughts and failure of the crops from year to year has convinced me of the inutility of any further attempts at its cultivation.

The improvements existing are of little value to the owner of the property, and of none to the government. The quantity of land cultivated this year is trifling, and the crops of little value. The great scarcity of water renders every effort at farming on the part of the Indians abortive, and irrigation is attended with great labor and expense. As appears in the inventory, the amount of public property on this is small and is much worn. Ten thousand pounds of wheat is all that remains on the reserve for the present year.

For these reasons, and the fact that the number of Indians upon it does not warrant its support, I think it expedient to incur no further expense upon this farm, and shall take the necessary steps to abandon it as soon as possible.

KING'S RIVER.

This farm is attached to the Fresno agency, and is in charge of Mr. William Campbell, who claims the property. I consider that the rent asked for this place does not authorize its occupation for a longer period than possible. It is situated on the right bank of King's river, contains some good soil, and is well watered. There is an abundance of timber upon it for fencing purposes, and in other respects possesses advantages, but is too closely surrounded by settlers to answer the purposes of an Indian agency.

The Indians living here belong to the valley adjacent and to King's river. They are few in number, and would be contented to remain, if

secure from the attacks of a large number of persons in the neighborhood, who are opposed to their doing so.

About two hundred acres have been cultivated by the Indians, mostly in wheat and barley. Some corn has been raised, for which the soil is well adapted, but has been mostly destroyed by animals running at large.

The improvements consist of a well-built brick house, the residence of the overseer, Mr. Campbell, and a substantial farm and out-houses.

The quantity of grain on hand from this year's crop is about eight hundred bushels of wheat and one thousand bushels of barley, together with four or five tons of hay. The grain is well stored, and the hay secured in stacks.

The amount of public property used here in farming is small, and, like that at the Fresno, much worn.

TEJON.

This reservation is situated at the extreme southern base of the Sierra Nevada, where they join the Coast range of mountains.

In consequence of the great scarcity of water, but little has been accomplished here for several years past.

The number of Indians estimated to belong to this reserve is six hundred. I visited most of the ranches and saw perhaps two hundred souls. Many of these are residents of the locality known as the Tejon tribe; most of the labor is performed by them, having in years past acquired some knowledge of farming by a residence on the missions. Some of the principal chiefs have small farms allotted to them, which they cultivate for their own exclusive benefit. The farming for the general support of the Indians has not been successful for the reasons cited.

There is collected here a considerable amount of public property, most of which is old and worn out.

The public buildings, exclusive of headquarters, connected with this agency are situated at intervals over a few miles where there has been some cultivation. Those composing the headquarters are well built of adobe, and being surrounded by a luxuriant vineyard and orchard containing a variety of fruits, such as figs, pomegranates, peaches, and apples, presents an appearance of comfort and cleanliness hardly to be expected in this region.

A small farm at Tule river has been established in connection with this agency. On it some corn has been raised this season, and considerable improvement made. The number of Indians collected here is about three hundred, and this number can be increased. It has always been the home of a very considerable tribe, who are contented and willing to remain, but the country is rapidly being settled, and public sentiment is against their doing so.

The land upon which this farm is located belongs to a private citizen, with whom I have made arrangements for the present for its continued occupation, until a more suitable home can be provided for these Indians.

I am convinced from recent reports that the country in the vicinity of Oucus river is well adapted for an Indian reservation. Should it be reserved by the government for Indian purposes, as I am informed it is contemplated, its location indicates it to be a suitable place for the Fresno, King's River, and Tule Indians.

There they would be removed from influences that are now rapidly destroying them, and the inhabitants of the country they now live in would be relieved from a source of great complaint by their removal there. In this event, I would suggest the abandonment of the Fresno, King's River, Tule River, and the Tejon Indian reservations, leaving only a sub-agent to visit those few bands of Indians remaining in the valleys, administering to their immediate wants, and to offer inducements to them to seek an asylum at Oucus River reservation. Should this policy be pursued, I am confident it would be but a short time before these valleys would be entirely free from their presence.

The number of Indians residing in the vicinity of San Diego is very considerable. I am informed that they are well disposed, and support themselves, in many instances, by the cultivation of small patches of land. I deemed it essential that a special agent should frequently visit them, preserving friendly relations with them by the distribution of seed and agricultural implements, until such a time as the government may be enabled to procure a suitable location for a small farm for their use, which I consider essential to the welfare of the Indians and to the interests of the community among whom they live.

Much trouble has been experienced in this and other parts of the country by these roving bands of Indians. Unless a suitable home is provided for them it is difficult to devise a plan for the remedy of this evil. Their present condition is much to be deplored, as they are frequently, no doubt, induced from want to commit depredations upon the property of settlers, which is too frequently punished with an unrelenting hand.

Difficulties occasioned in this way in Bound valley and its vicinity, are at present particularly to be lamented. The killing of Indians is a daily occurrence there.

Under the circumstances it is difficult to ascertain the actual cause of complaint. The Indians are accused of killing cattle and other stock belonging to settlers, but the evidence of it produced is not, in my opinion, sufficient to substantiate the charge.

Efforts are being constantly made to quiet the existing feeling against these miserable people, and to gather them upon the reservation where they shall be protected, but with little success. If some means be not speedily devised, by which the unauthorized expeditions that are constantly out in search of them can be restrained, they will soon be exterminated.

I beg respectfully to call your attention to the necessity of having the Indian reservations in this State officially surveyed. Great trouble has been experienced heretofore by the agents in holding exclusive possession of the lands designated by the government for Indian purposes, for the want of definitely fixed boundaries.

I regret that the limited time allotted me for the accomplishment of this duty precluded the possibility of my visiting those portions of this

superintendency north of Mendocino and south of the Tejon. Recent reports from D. E. Buel, Esq., agent at the Klamath, convinces me, however, that his reservation is in a prosperous condition. As it is my intention to visit this reservation immediately, I shall make it subject of a special report.

Great effort has been made to ascertain the amount of indebtedness of the reservations, as required in my instructions, but as yet the returns of the different agents have not been completed. I hope, however, to be able to report in full upon this subject before long.

The embarrassed condition of this superintendency suggests many subjects that should be laid before the department, but which I am compelled to defer, on account of limited time allowed me for the preparation of this report.

I have the honor to be, sir, your obedient servant,

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, California, February 4, 1860.

SIR: In compliance with the instructions contained in your communication of the 17th November ultimo, I have the honor to inclose herewith a letter, together with the tracing of a map setting forth the sections of land claimed by V. E. Geiger, Indian agent in charge of Nome Lackee Indian reservation.

The land claimed by Mr. Geiger, it will be observed, is adjacent to the lines of the reserve, and is the portion of land which for several years has been cultivated by the Indian department, under the supposition that it was within its boundary lines.

The mill alluded to in my letter of the 19th of October last is situated, as near as I can judge without an actual survey of the premises, on the western portion of section No. 3, township 24, instead of section 9, as represented on the map of the original survey.

Mr. Titus, the gentleman whose name is marked on the western half of section 3, is a member of the Titus family, most of whom have, from time to time, been in the employ of Mr. Geiger, as will appear on his official return of employés.

It is difficult to understand how an error of this kind could have been allowed to exist for so long a time uncorrected, and is to be deplored the more as it is upon this excluded portion of the reservation that a large amount of money has been laid out and most of the labor has been expended.

It appears to me that, unless the original instructions from the late superintendent are obtained rescinding this survey, and a strict examination is made into it by the surveyor general, it will be impossible ever to rectify the existing error, or to account for the singular manner the boundary lines are made to run.

As matters now stand, the responsibility falls upon the surveyor, and from him to the person from whom his instructions were received.

Very respectfully, your obedient servant,

J. Y. McDUFFIE,
Superintendent Indian Affairs.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

SAN FRANCISCO, CALIFORNIA,
October 18, 1859.

SIR: During my late visit to Nome Lackee, made in conformity with your instructions, I observed that the interests of the government were being sacrificed for individual profit, and upon conference with the superintendent, (Mr. McDuffie,) recommended that he should dismiss the employés, suspend the agent from duty, and place some person in whom he had confidence, in charge of the public property. Mr. McDuffie does not feel justified in adopting such extreme measures, but prefers submitting the matter for your consideration. To this course, I have no objection to offer, except that further sacrifice of the public interests may result from the delay.

The particular grounds of complaint to which I desire to call your attention are, that in June, 1857, Mr. T. G. Henley, late superintendent, addressed written instructions to Mr. V. E. Geiger, the agent, informing him that under authority of the United States surveyor general, Mr. W. Gray, deputy surveyor, would survey the Nome Lackee reservation, and directing Mr. Geiger to take certain starting points, and include in the survey all lands and valleys which he deemed necessary or essential for the uses of the reservation, limiting the number of acres to 25,000, according to the act of Congress. The survey was made and a map of the same approved by the surveyor general, and forwarded to the department. Mr. Geiger informs me that he was not present, and has no knowledge of the manner in which the work was performed, beyond the fact that a subsequent survey was made by the county surveyor, which disclosed some serious errors in that of Mr. Gray. Not the least important of these errors, if such in reality exist, is the exclusion of an extensive and fertile valley running nearly to the headquarters, and embracing the aqueduct from the waters of Elder creek, together with the grist-mill, hog-sheds, corral, cabin, and other public property placed there at an expense of several thousand dollars, and which come upon a private claim. I have carefully examined the maps approved by the department, and, in conformity with which the Commissioner of the General Land Office directed the register at Marysville to govern the sales under the proclamation, and find that the boundaries therein set forth include the mill and other property referred to. In no other way can I conceive it possible that the approval of the department could have been obtained; yet, if the statement of Mr. Geiger be correct, this property, although on the map, is not on the reservation.

I visited this reservation in 1854, when it was first established, and subsequently in 1856, 1857, 1858, and 1859. On the occasion of each visit, with the exception of the last, I had frequent conversations with the superintendent and agent, and never heard until the 30th of September ultimo, that this or any other land under cultivation within the generally recognized limits of the reservation, was in reality outside of its boundaries and subject to settlement. The mill, water-flume, and corrals were always pointed out to me as public property on the reservation, and have always been accounted such in the official reports. Mr. Henley says in his annual report, dated September 4, 1856: "There are on the Nome Lackee reserve three adobe houses, *one flouring mill* and fourteen frame houses." In November, 1858, Mr. G. Bailey, special agent of the Interior Department, writes: "There is a flouring mill upon the reserve, and an abundance of water, but the canal by which the mill is supplied is out of repair, and the wheat grown upon the reservation is ground elsewhere by contract." It will thus be seen that this has always been designated as a part of the reservation; and it seems very singular that the surveyor should have assumed the responsibility of excluding so much valuable property and procuring the approval of his work by a fraudulent representation.

When Mr. McDuffie visited this reservation in July last, the Indians and white hands, government teams and stock, under the direction of Mr. Geiger, the agent, and Mr. Titus, the farmer, were engaged in harvesting the crop raised on this claim; and it was accounted in his general report as a portion of the crop raised on the reservation. It now appears that Mr. Geiger purchased the land from the county surveyor, and sold a portion of the crop, reserving the remainder in the public storehouse at headquarters as his individual property. The seed, labor, rations, and implements were furnished by government, and the crop was harvested at public expense, under the supervision of the agent, and was in his possession as trustee of the government, charged with its safe-keeping and proper distribution among the Indians. In his letter of explanation, dated October 12, a copy of which has been furnished me by Superintendent McDuffie, Mr. Geiger states that this crop was put in by government, with its teams and implements, but was not harvested entirely at government expense; that he furnished an equal amount of labor not only to gather and thresh this grain but the entire crop on the reservation. It will be for the department to determine whether an agent can use the public resources for his private benefit, either in whole or in part, and render subsequent compensation by introducing free labor on the reservation. Mr. Geiger correctly states that I do not seem to object to his purchase of the land. As he did not consult me previous to the purchase, of course any objection on my part now would be unavailing. If my opinion were asked, however, I could frankly say that, under similar circumstances, I would have regarded it as a duty to turn the crop over to the government for the use of the Indians, by whose labor the ground was cultivated and the crop harvested, and for whose benefit it was intended.

It is useless, however, to complicate the case by any expression of opinion, and I submit it for your consideration without further comment.

I have now further to report, that since the removal of this crop the teams and horses belonging to the reservation have been engaged in hauling timber from the mountains to the aforesaid private claims of Mr. Geiger and Mr. Titus. Some of this timber consists of large beams for building purposes and not for fencing. It is alleged that the object is to run a line fence between the reservation and the claims referred to, and that government derives the chief benefit. Whatever benefit may be derived from such use of the public teams, it is manifest that their withdrawal from the reservation must result in a very serious injury. The garden and orchard are now lying exposed and ruined for want of a few hundred yards of fencing to keep the cattle out. In a few weeks the plowing season will have commenced, but, instead of fresh oxen to do the work, the teams used for the last three months in hauling lumber from the tops of the mountains will require rest, and be altogether unfitted for such heavy work.

The present appearance of the reservation is that of utter neglect and ruin. Most of the Indians have left it, and now, with the exception of those placed upon private claims to cultivate and fence the land, there are not more than fifty to be seen within several miles of headquarters. No evidence of the results of attention, labor, or the expenditure of public money is anywhere manifest. When it is considered that forty-five or fifty thousand dollars have been expended on this reservation during the past year, it must be conceded that the result is very discouraging. Private claims of persons heretofore employed now surround the reservation in various directions. A number of idlers are constantly lounging about, drawing their subsistence from the supplies which should be devoted to the Indians. The teams and agricultural implements are being used for private purposes, with the knowledge and consent of the agent, and all progress and every prospect of success in the development of the reservation system seems to be at an end.

With what spirit, then, and what confidence in any further expenditure, can the present superintendent proceed to carry the views of the department into effect. It is impossible for him to know what portion of the reservation is public property and what private, for if one material line in the survey is incorrect, all may be. Nor can he put in a crop, which is subject, at any time after maturity, to seizure by private individuals. The condition of affairs at Nome Cult is even more discouraging than at Nome Lackee. The former employés, some of whom reside within the limits of the Indian farms, on claims purchased by them while in public employ, refuse to remove, and defy the new overseer to dispossess them. Insubordination amongst the Indians is instigated, the fences are broken down, the cattle and hogs driven in on the crops, and all authority put at defiance. The official notices issued by the superintendent, in conformity with the instructions of the department, are treated with contempt and derision. Nothing short of military force can restrain the settlers from these outrages. The question then arises, can the government dispossess these settlers? This was public land, and they settled upon it, in most cases, with the knowledge and approval of the superintendent. The principal settlers are his own sons and partners in business.

Many Indians have been killed by private companies during the past winter and spring, and a man named Jarboe now holds a commission from the governor of the State, in virtue of which he has raised a company, and has been engaged for some months past in a cruel and relentless pursuit of the Indians in this vicinity, slaughtering miscellaneously all with whom he comes in contact, without regard to age or sex. It is not my purpose to draw a more glowing picture than that warranted by the facts, but I would earnestly impress upon the department the miserable and forlorn condition of the Indians of this State. In the history of Indian races I have seen nothing so cruel and relentless as the treatment of these unhappy people by the authorities constituted by law for their protection. Instead of receiving aid and succor, they have been starved and driven away from the reservations, and then followed into their remote hiding places, where they sought to die in peace, and cruelly slaughtered, till but few are left, and that few without hope.

It is useless to draw distinctions. One reservation is as bad as another. With the exception of the Klamath, which has proved the entire practicability of the system, under judicious management, they are practically at an end. Any further expenditure of money on them, under the present system of appointment and accountability, would be worse than useless. The debts of the past year are so complicated with private accounts, that I am utterly at a loss to say what bills ought to be paid, and what rejected. As a present measure, I would recommend that all further remittances out of last year's appropriation be suspended, and that the agents be required to transmit their vouchers to Washington. When I recommended the transmission of money to meet those liabilities, it was under the impression that fraud had ceased since my original charges were preferred, but I have now no confidence in any bill presented at the office of the superintendent for inspection. In one instance a draft is drawn on the assistant treasurer by V. E. Geiger, in favor of R. Elliot, or bearer, for $600. The bearer is Mr. Caro, who claims that there is both a public and private account due to him by the late superintendent. The check is handed to Mr. R. Elliot for examination, who admits that government owes him nothing, but that Mr. Henley owes him $627, for which he exhibits a private note. Three checks are taken possession of by Mr. Henley, for amounts said to be due on Indian account. Mr. Ford, agent at Mendocino, refuses to settle his accounts because Mr. Henley owes him $2,500, until he can obtain an acknowledgment to that amount. These transactions are but a specimen of what occur every day.

I have sought constantly to protect the interests of the department, in the settlement of all bills paid out of the last remittance to Mr. McDuffie, but must now acknowledge my utter inability to do so any longer. I beg to be relieved from any further connection with the payment of these liabilities. It will afford me great pleasure to continue my aid to Mr. McDuffie, and to report to the department all objections known to me to the payment of vouchers presented, but I trust you will see the necessity of withholding further remittances of money. Of course I do not refer to the necessary remittances out

of this year's appropriation to defray the current expenses of the service.

I would also call your attention to the fact that the expenses of the service, as now conducted, are considerably in excess of the appropriation, notwithstanding the orders issued by Mr. McDuffie to the agents. Another confused state of affairs will be the result, and a call will be necessary for a deficiency appropriation amounting probably to $50,000.

With positive authority to arrest existing abuses, I might possibly succeed in stopping them, but my powers are merely advisory, and my advice is only followed when pacific and conciliatory.

Very respectfully, your obedient servant,

J. ROSS BROWNE,
Special Agent, &c.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

SAN FRANCISCO, CALIFORNIA, *November* 4, 1859.

SIR: In company with Mr. McDuffie, I have just visited the Indian farms at the Fresno and King's river.

The Fresno farm belongs to the heirs of the late Captain Vinsonhaller, and has been ditched and fenced at public expense, and a heavy rent paid for it since 1854. With the exception of a few families of Indians, who always lived there or in that vicinity, and occasional visits from scattered bands in the foot-hills, it has not, since its establishment, at any time been a home for Indians. I have visited the farm several times, and have always been informed by the sub-agent that the Indians were away in the hills getting berries. This was the case in May, in September, in October, and in November. The average number there may be fairly estimated at from twenty to thirty. Last winter the citizens of King's River valley drove a few bands of Indians over and forced the sub-agent to take charge of them. Many of them left soon after and became scattered over the San Joaquin valley. As nothing has ever been produced on this farm since the first year with which to feed Indians, the sub-agent fed them principally on acorns. These acorns were gathered by the Indians on King's river, and purchased of white men by the sub-agent, as will be seen by reference to his vouchers. A considerable portion of the expense was for hauling them to the Fresno. There were thirty-six horses and mules for this purpose belonging to government, and two government wagons at the Fresno; but it was deemed expedient by the sub-agent to employ outside labor and teams. Nothing appears to have been done on the farm during the past year. The sub-agent has built himself a house, and got a farm of his own under operation on an adjoining claim, but the government farm is as complete a desert as that of the Colorado. Notwithstanding these facts, the expenditures of this agency during the past year have reached the extraordinary sum of $36,000.

At King's river farm good fences, barns, and houses have been built for the owner, Mr. Campbell, and about a thousand bushels of grain raised, of which he claims a large portion. He has already put in a crop for his own use with the seed raised for the benefit of the Indians.

It is useless under these circumstances to attempt to do anything at either of these places.

I advised Mr. McDuffie to abolish them at once, suspend the sub-agent, and discharge Mr. Campbell, and to remove the government property to the Tejon or Tule river farm. He is still down below, and will, I presume, advise you of his action in the premises.

Very respectfully, your obedient servant,

J. ROSS BROWNE,
Special Agent, &c.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, Cal., November 19, 1859.

SIR: On the 9th instant I returned from a visit to the Fresno and King's river Indian farms, and have the honor to report that from a careful examination into their condition while there, together with the prospect of their future usefulness under existing circumstances, I was induced to abandon them at once on the part of the government.

The advantages gained heretofore by the cultivation of these farms has not been at all commensurate with the expenses incurred; the amount of money paid for their rent alone has been almost sufficient to cover the entire value of the crops raised upon them. Great neglect has been shown by the sub-agents in charge, in guarding public property from decay. Most of the agricultural implements on hand are useless, from the want of proper care, the replacing of which would incur an expense the necessities of the department will not warrant. M. B. Lewis, Esq., sub-agent in charge of these places, has been directed by me to collect all the public property upon these farms together; to secure the same from loss or further injury, until instructions are received from me; to discharge all his employés, the retention of whom would be but a useless expense to the service.

The number of Indians supported upon these farms does not, in my opinion, exceed fifty, for whom it is my intention to purchase the food necessary during the present winter, which will prove to be a more economical system than that of maintaining farms at exorbitant rents.

For these reasons I have been induced to take the steps I have, and trust that the department will approve of my action in the matter.

Very respectfully, your obedient servant,

J. Y. McDUFFIE,
Superintendent Indian Affairs.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

SAN FRANCISCO, CALIFORNIA,
September 19, 1859.

SIR: I have the honor to acknowledge the receipt of your letter of August 2, ultimo, requesting me to assist Mr. McDuffie in the performance of his duties as superintendent of Indian affairs for California, and, if convenient, accompany him in his visit to the reservations.

I regret that these instructions failed to reach me until after Mr. McDuffie had completed his tour of inspection. During the past year I deemed it my duty to address to the department several communications in reference to the condition of the Indian service, and requesting that instructions might be given, either to myself or some other person, to take charge of the public property on the reservations, and prevent a continuance of the abuses detailed in the written testimony of the agents and employés. No response reached me, and I was at a loss to know what course would be satisfactory to the department.

The affairs of the service are now in a very confused condition. It will require much time and labor to present them in an intelligible form for your consideration.

A brief review of the causes which have led to this result will enable you to form some idea of the present complication of affairs in this superintendency.

In April, 1858, I forwarded charges of fraud and malfeasance against the late superintendent, T. J. Henley, and transmitted additional charges and proofs by nearly every succeeding mail during that year. An allegation of prejudice was made against me by the friends of Mr. Henley, and at their request Mr. G. Bailey, an agent of the Interior Department, was sent out here especially to investigate this subject. The witnesses were carefully examined by him on each reservation, in the presence of Mr. Henley and myself, and the charges were fully sustained in his reports to the department. Nevertheless, Mr. Henley continued to act in his capacity of superintendent up to June 3, 1859, fourteen months after the original charges were preferred, and nearly a year after they were proved. The agents, subagents, and employés, whose testimony presented the best evidence of their unfitness for the trusts reposed in them, continued to act in their respective capacities, and no change took place except a limitation of the number of employés on the 31st of December, 1858. No remittance to pay the current expenses of the reservations, or the wages of the discharged employés, was received from May, 1858, till August, 1859, during which period there appears to have been no check upon the expenditures beyond the discretion of the late superintendent and the agents, and the power of final approval vested in the department. The great evils experienced from this condition of affairs were: the enhanced price of articles purchased on credit, arising from the uncertainty of payment; the discontent of the discharged employés, who had acquired some influence over the Indians; and the popular clamor throughout the State against what was regarded as unreasonable and unjustifiable neglect of the public interests.

Notwithstanding the reduced number of employés since December 31, 1858, the agents and sub-agents have encumbered the service with debts, of which they are either unable or unwilling to render a correct account; but which, from the approximate estimates in the hands of the new superintendent, will probably exceed the entire appropriation for the fiscal year ending June 30, 1859, of which it was supposed a portion would be available for the present year. They have retained a greater number of employés than that allowed by the instructions of the department; they have retained employés whose complicity in the frauds, heretofore reported by me, is demonstrated by the testimony on file; they have kept running accounts at stores, and no books or accounts to show the articles purchased or the prices agreed upon; they can present no vouchers for those purchases, to the correctness of which they can honestly make oath; they have suffered the reservations to fall into a state of neglect and decay wholly at variance with the published reports of their prosperity. The property returns and abstracts of issues show that the amount of property accounted for is but a fraction of that which should be on hand according to Mr. Henley's vouchers. No adequate return of the large bands of cattle, for which vouchers have been transmitted, has been made; and the agents and sub-agents have failed to show what became of them. The independent treasury act has been violated, as shown by my reports, in the transmission of fraudulent vouchers; but no measures have been taken to enforce the law. Pending the abuses which have arisen from these causes, the reservations have been diverted from their legitimate purpose, and in some cases the Indians have been slaughtered in consequence of alleged depredations upon private property belonging to officers of the superintendency. Having already made explicit statements covering many of these points, I deem it unnecessary to make a further recapitulation of the difficulties at present existing. I am confident that nothing can be done by the new superintendent, under such a complication of affairs, to promote the welfare of the Indians. Either an entirely new *régime* must be established, or he will be hopelessly involved in trouble, and compelled, by a sense of justice to himself and his sureties, to resign.

By his original instructions, he was required to ascertain the outstanding indebtedness, and forward all claims to the department for settlement. While engaged in the prosecution of this inquiry, a remittance of $80,000 was made to the agents, the application of which he was directed to superintend, in case he had given bonds. Before this order could be complied with, the funds were drawn and in the hands of the agents, who, it is presumed, applied them to the liquidation of outstanding liabilities. But they have failed to furnish him with an intelligible account of the particular disbursements made; and he is at a loss to know what bills have been paid and what remain to be paid. Out of the remittance of $30,750, made directly to him, he has turned over such portion as he could ascertain to be applicable to the payment of agents, sub-agents, incidental expenses, and pay of employés, up to June 30, 1859, leaving a small balance applicable to the general liabilities of the reservations. In San Francisco alone it is estimated that $13,000 is due for purchases made by the late super-

intendent. Some of the dealers to whom this money is due are nearly ruined in consequence of the non-payment of their bills. But the superintendent cannot ascertain whether the goods so purchased ever went to the reservations, or what portion of them were for public or private purposes. He is exceedingly desirous of appeasing the clamor of these creditors, but apprehends difficulty in assuming to pay them, without certificates of purchase from his predecessor, and the certificates of the agents that the goods were duly delivered. To obtain these has been his constant effort for some time past, but without success.

Mr. McDuffie seems desirous of performing his duty with credit to the government; but it will be conceded that his position is embarassing. He is, in some respects, an auditor of disbursements to be made by others. He has no knowledge, and can have none, of the propriety or disposition of the purchases made prior to his appointment, and can only object to purchases which may be made at any future time, by signifying his disapproval upon the vouchers after the transaction has taken place.

The department has refused its assent to any removals which he has recommended, or may in future recommend, without a statement of reasons. He can give no reasons without incurring the personal hostility of men who have acquired a powerful influence over the Indians, which they can, if so inclined, exercise to the absolute destruction of the service. And yet to continue with the same officers, and under the same system which has heretofore obtained, and with results so disastrous before him, is utterly impracticable. It is too much to require that a new and inexperienced officer shall bring order out of chaos with these conflicting elements around him.

I have, therefore, to recommend, as the only practical remedy, that all the Indian agencies and sub-agencies of California be abolished; that the superintendent be authorized to hire a suitable person as overseer or farmer, subject at all times to his orders, on each reservation and farm, whose duty it shall be to take care of the Indians, and show them how to work; and to procure such other aid within the limits of the appropriation as may be absolutely necessary. This will, to some extent, place the affairs of the superintendency directly under his control, and preclude those conflicting influences heretofore so disastrous in this branch of the public service.

In view of the probability that the appropriation for the last fiscal year will be exhausted in the payment of existing liabilities, I have advised Mr. McDuffie to make his estimates for the present fiscal year within the limit of $50,000, which he has done, and instructions to limit the expenditures to that amount have been issued to the agents. A portion of the year, however, from June to September, has expired; and during that period the expenses have been at the rate of more than $100,000 per annum. Nor have I any confidence that after the receipt of the order they will be brought within the prescribed limit.

As my only object in this matter is to present for your consideration a plain and truthful statement of facts, in order that you may form a correct estimate of the difficulties which exist, and exercise your judgment as to the most appropriate remedy, I trust you will excuse the frankness with which I have referred to every point; and accept the

assurance that I shall render Mr. McDuffie such aid as my limited time will permit, and do all in my power to protect the interests of the service committed to his charge.

Very respectfully, your obedient servant,

J. ROSS BROWNE,
Special Agent Treasury Department.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, California, October 22, 1859.

SIR: I have the honor to inclose herewith a copy of a circular addressed by me to the agents and sub-agents in this superintendency, and to request that you will give the subject your early consideration.

So long as the officers referred to are permitted to contract debts, and expend public money on their own responsibility, I can have no control over the proper disposition of the limited appropriation now available for Indian purposes. The expenditures under that appropriation have already exceeded the limits prescribed to the agents in my written orders, and it is impossible for me to approve or disapprove of bills incurred without my personal knowledge. I deem it essential to the interests of the service that this species of patronage, out of which so many evils have grown, should be withheld from subordinate officers, for whose management of the public business committed to their charge I am held responsible. In no other way can I know that the funds appropriated for the benefit of the Indians are judiciously devoted to that purpose.

I conceive that the responsibility of keeping the Indians in subjection, and securing as far as practicable a successful issue of the reservation system, devolves ultimately upon me, and I am desirous that all funds transmitted to me should be devoted to the legitimate purposes for which they are intended, in such a manner as to secure the greatest advantage to the Indian service.

Very respectfully, your obedient servant,

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

[Circular.]

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, California, October 21, 1859.

SIR: I have to direct that you will hereafter make no purchases of goods or supplies of any kind on account of the Indian service.

You will transmit to me quarterly a requisition for all articles required by you, and I will purchase and pay for them at my own discretion, charging the amount to your agency. Upon the acknowledge-

ment of the receipt of such supplies, I shall give you corresponding credit, and transmit the account to the department.

Unless otherwise instructed by the department, I shall turn over to you such sums as may be allowed by law, under the limits of the appropriation, for your salary, and that of the employés under your charge, reserving to myself the exclusive right to supervise the purchase of all goods and supplies.

All accounts on credit with any store in your vicinity, or with any person, must cease from and after this date, as I shall approve no bills or vouchers made contrary to this order.

I have also to direct that hereafter you will incur no traveling expenses without previous written application to me, stating the nature of the service upon which you contemplate leaving your agency; but in case of any emergency requiring your temporary absence before an answer can be had, you will advise me of the fact previous to your departure, and if, in my judgment, your absence is absolutely required by the interests of the service, your account will be passed.

If there is any person not in the public employ residing within the limits of your agency, or at present sojourning there at public expense, they must at once be removed. It is not contemplated to prohibit visitors from making temporary calls for purposes of business or information, but you will, as far as practicable, enforce the existing regulations on this subject, which contemplate the exclusion from the reservation of white persons not connected with the public service.

Very respectfully, your obedient servant,

J. Y. McDUFFIE,
Superintendent of Indian Affairs for California.

TEJON INDIAN AGENCY,
August 9, 1859.

SIR: I left San Francisco on the 24th ultimo, and since then have visited the different Indian agencies, and farms connected with them, in this southern portion of my superintendency.

It is my intention to leave this evening for Los Angeles, where I shall examine into the condition of the sub-agency of the Colorado district, and from thence I shall go to San Francisco, where I hope to arrive on the 17th or 18th instant. From there I shall visit the Klamath, which will complete the tour of inspection prescribed in my letter of instructions.

I have made every effort to accomplish this examination in as short a time as possible, but have experienced very great delay, from the somewhat confused state in which I have found matters, consequent on the delay of public funds to meet the current indebtedness of the different farms. I have, however, succeeded in getting complete inventories of property remaining on hand on the 30th of last June, and have, as far as the public interest would permit, indicated the articles expended, and of little or no use, to be sold.

On my arrival in San Francisco I anticipate finding there, for my

examination and transmittal, full returns of the indebtedness of this superintendency for the past fiscal year.

I regret it is not in my power to give you a correct idea of the present condition of these reservations, excepting through a detailed report, which I shall forward to the department at the earliest practicable moment.

I am, sir, very respectfully, your obedient servant,

JAMES Y. McDUFFIE,
Superintendent Indian Affairs.

A. B. GREENWOOD, Esq.,
Commissioner of Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
San Francisco, California, September 4, 1859.

SIR: I have the honor to inclose, herewith, my report upon the condition of Indian affairs in this superintendency, together with inventories of public property remaining on the different reservations, in compliance with my instructions from the department, dated April 4, 1859.

I am, sir, very respectfully, your obedient servant,

J. Y. McDUFFIE,
Superintendent Indian Affairs.

Hon. A. B. GREENWOOD,
Commissioner Indian Affairs.

OFFICE OF THE SUPERINTENDENT OF INDIAN AFFAIRS,
San Francisco, California, September 4, 1859.

SIR: As soon as practicable after my arrival in this State, I proceeded, in conformity to my instructions from the department of the 4th of April, to visit the different Indian reservations connected with this superintendency, for the purpose of examining into their present condition, and of receiving from Colonel T. J. Henley, the public property intrusted to him as superintendent of Indian affairs for California.

I have now the honor to report the following, as the result of my investigation.

NOME LACKEE.

This has generally been considered the most prominent reservation. It is situated onthe edge of the foot-hills, into which the Coast range breaks, descending into the Sacramento valley.

It is said to contain twenty-five thousand acres, and presents one of the first ranges for stock and the production of all kinds of small grain, to be found in the State. The country is gently undulating from the spur of the Coast range to where it strikes the Sacramento valley, a

the season compelling them to stray, and scatter over a large tract of country in search of water. It was represented as being impossible to get an accurate account of them, excepting at a general rode of all the cattle in the neighborhood, which, at that season of the year, was impracticable, on account of the extreme heat of the weather.

The total number of Indians estimated to belong on this reservation is one thousand. Many of these visit the reserve only at certain periods of the year, when they remain for a while; resorting again to the hills as the season for wild fruit approaches. The number present during my visit was upwards of six hundred, the half of whom were engaged in the labors of the field. A number of these people appeared intelligent and industrious, understanding well and apparently appreciating the cultivation of the soil and the management of the various machines used in harvesting. They appeared well disposed and contented, performing their duties with spirit and alacrity.

As this reservation is the only one whose boundaries have been definitely fixed by survey, it has assumed a position the others cannot take. It is entirely free from the intrusion of settlers. and is recognized by the community as a point established by the government as a reservation.

In location I looked upon it as being in many respects disadvantageous. Situated in the center of one of the most thriving counties in the State, the surrounding country is being rapidly settled, and before long the entire reserve will be pressed in upon all sides by a busy population. The interests of a farming community are never identical with those of an Indian farm, and the proximity of the whites always leads to disaffection among the Indians. Isolation from these influences, which is a great consideration in the selection of an Indian reservation, it here out of the question. Apart from this, Nome Lackee possesses but few attractions to other Indians than those whose immediate home it has ever been. Game of every kind is scarce, it possesses no fishery, and the usual crop of acorns so eagerly sought by the Indians is not to be found here; hence, I consider that, while the county of Tehama is deprived of one of its finest tracts of land, an inadequate advantage occurs to the government.

NOME CULT.

This valley lies in the Coast range, and is about sixty miles southwest of Nome Lackee. The trail to it leads directly over an elevated portion of the Coast range which divides the waters of Eel river from those of the Sacramento. The estimated elevation of this ridge is four thousand feet, and at this late season of the year snow was lying in deep drifts upon its northern face. The trail from Nome Lackee is a good one, and is practicable for pack-trains during a large portion of the year—wood, water, and grass being found in abundance.

The valley runs northwest and southeast, and contains about twenty thousand acres.

An Indian farm was established in the northern portion of it by Colonel T. J. Henley, late superintendent, sometime in the year 1856. It has been conducted with some success, and contrasts now favorabl

distance of twelve miles. The hills are covered with a luxuriant growth of wild oats, indicating the character of the soil, and every attempt at cultivation is rewarded by an abundant harvest. In consequence of the scarcity of water, but little success is met with in the cultivation of vegetables, melons, &c., so much desired as an article of Indian food.

There has been cultivated during the past season about 800 acres, mostly in small grain, out of which 150 acres of wheat was almost totally destroyed by smut. These 800 acres are divided into small farms, some distance apart, but all within the circumference of seven miles; the richest bottoms only being selected for cultivation, causing this separation. In consequence of the scarcity of timber in the immediate vicinity, the nearest being found in the Coast range, twelve miles distant, but little fencing has been done, so that these districts of cultivated land are at all times open to the ravages of cattle, being protected only by the vigilance of those persons in whose immediate charge they are. However much this is to be regretted, and notwithstanding the unprotected appearance it gives the farms, it is, I think, in a great measure unavoidable, as the procuring of timber from the mountains would entail an expense which the necessities of the reservation will not warrant.

The grain, wheat, barley, and rye, were being harvested during my visit. But an approximate estimate of its yield could be made. The growth appeared to be luxuriant, and it was estimated that it would be 15,000 bushels. Should the crop reach this amount, the result will be gratifying, inasmuch as it, together with the remainder of the last harvest, will materially lessen the expense of the reservation during the coming year. A large garden has also been attempted; some labor has been expended upon it, but with little success; a few fruit trees and vegetables of but little value being all that is left to testify to the efforts of a gardener.

As will be seen on the accompanying inventory of property, a number of houses have been built. Many of these are small wooden structures, of but small value, though answering the purposes for which they were intended. Those in the neighborhood of headquarters are substantially built, mostly of adobe, and serve as comfortable residences for the employés. The farming improvements, barns, corrals, &c., are of that durable character usually used on the frontier. These buildings are located on different parts of the reserve, mostly adjacent to the farms.

There is also on this reservation a band of California mares, with which a number of colts and a few mule colts are running. I have ordered them to be sold under my general instructions, as they are of but small value to the government, and a source of some expense. I am confident that the raising of stock on these reservations will never prove profitable, unless it is entirely separated from every other interest, and held to a strict and particular accountability by itself.

I was unable to ascertain the exact number of stock cattle belonging to this reservation. The agent estimates them (after deducting the number that have been killed for food) to be about one hundred and twenty-five head. But few of these were to be seen, the lateness of

the season compelling them to stray, and scatter over a large tract of country in search of water. It was represented as being impossible to get an accurate account of them, excepting at a general rode of all the cattle in the neighborhood, which, at that season of the year, was impracticable, on account of the extreme heat of the weather.

The total number of Indians estimated to belong on this reservation is one thousand. Many of these visit the reserve only at certain periods of the year, when they remain for a while; resorting again to the hills as the season for wild fruit approaches. The number present during my visit was upwards of six hundred, the half of whom were engaged in the labors of the field. A number of these people appeared intelligent and industrious, understanding well and apparently appreciating the cultivation of the soil and the management of the various machines used in harvesting. They appeared well disposed and contented, performing their duties with spirit and alacrity.

As this reservation is the only one whose boundaries have been definitely fixed by survey, it has assumed a position the others cannot take. It is entirely free from the intrusion of settlers, and is recognized by the community as a point established by the government as a reservation.

In location I looked upon it as being in many respects disadvantageous. Situated in the center of one of the most thriving counties in the State, the surrounding country is being rapidly settled, and before long the entire reserve will be pressed in upon all sides by a busy population. The interests of a farming community are never identical with those of an Indian farm, and the proximity of the whites always leads to disaffection among the Indians. Isolation from these influences, which is a great consideration in the selection of an Indian reservation, it here out of the question. Apart from this, Nome Lackee possesses but few attractions to other Indians than those whose immediate home it has ever been. Game of every kind is scarce, it possesses no fishery, and the usual crop of acorns so eagerly sought by the Indians is not to be found here; hence, I consider that, while the county of Tehama is deprived of one of its finest tracts of land, an inadequate advantage occurs to the government.

NOME CULT.

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The valley runs northwest and southeast, and contains about twenty thousand acres.

An Indian farm was established in the northern portion of it by Colonel T. J. Henley, late superintendent, sometime in the year 1856. It has been conducted with some success, and contrasts now favorably

with Nome Lackee. It contains about four thousand acres, a large portion of which is inclosed by a substantial oak-rail fence, all of which, under the superintendency of white employés, has been accomplished by Indian labor. Several comfortable log houses have been erected at the headquarters and surrounded by an oak palisade; others of a less costly character have been built on convenient parts of the farm. A large number of small log huts have been also put up for the use of the Indians, which I am told they occupy during the winter months.

About three hundred acres have been cultivated this season, two hundred of which was planted in small grain, one hundred in corn, and the remainder in vegetables.

The crops were being harvested during my visit, and promised from their appearance to yield abundantly, excepting one hundred acres of wheat which was destroyed by smut.

Vegetables of every variety grow here with great luxuriance, and corn of a superior quality can be raised.

During the spring and summer a large portion of this valley is covered with a rich growth of clover. Wild potatoes, and other nutricious roots much desired by the Indians, are to be found in large quantities.

Oak timber of a superior size and quality abounds here, producing a crop of acorns which contributes largely to the support of Indians. Difficulties have arisen between the settlers and the Indians on account of this source of subsistence being somewhat cut off from the numerous bands of cattle running in this range by the Indian harvest.

Water can be obtained by digging twelve or fifteen feet in any portion of the valley, and quite a number of living springs are scattered over its face. The season of vegetation is later in this region than in the Sacramento valley by about one month.

Cut off from the settlements and inclosed upon all sides by mountains, possessing every quality in the soil for the successful cultivation of a farm, and containing an abundance of those wild products so desired by Indians, I know of no place within this State so well fitted for an Indian reservation as it. If bounded on one side by Eel river and on the other by the mountain shed, this reservation would possess advantages rarely to be found.

In order, however, that the reservation system should be carried on with a prospect of success in this region, I deem it essential that the entire valley should be occupied by it, and that the settlers now holding claims should be induced to move out of it. I look upon this as absolutely necessary to the successful prosecution of the reservation system in this place. A number of cattle belonging to the government are running at large in this valley. I endeavored to have them collected, but found it impossible excepting at a rate of compensation which I did not consider the case warranted. The number is said to be three hundred and fifty. I was enabled to count upwards of three hundred of them, but declined to receive them until they were all collected, and properly branded with a uniform mark. At present a large number of them bear the mark of their original owner, and in general they are so much mixed up with those belonging to settlers,

that I was convinced a correct account could not be taken excepting at a general rode.

It is my intention to visit this valley again, in company with Colonel Henley, later in the fall, when I shall receipt to him for such as are turned over to me, and advertise the same immediately for sale.

MENDOCINO.

This reservation extends from Hare creek to a short distance above the Bedator—distance about ten miles, and is three miles wide. It is particularly well situated for a reservation, abounding in the natural sources of Indian subsistence. Fish of various kinds abound, besides the usual quantity of seeds and edible roots in the vicinity. A fishery exists in the Noyo river, where a considerable supply of salmon can be caught every season for the use of the Indians.

Although grain does not thrive in this region in consequence of the cold sea breezes, vegetables can be cultivated with great success. There has been from four to five hundred acres cultivated this season, which will probably yield a fair average crop. The greater portion of the land under cultivation is of a light, sandy character. Farms are established at different points on this reserve, taking advantage of the best locations. The first is Bald Hill, four miles, and the second, Bedator, two miles from headquarters.

At each of these farms small rancheros are established, containing a few families, from whom the necessary working hands are obtained. As a general thing these families appeared well clothed, though they expressed themselves much dissatisfied with their condition.

The total number of Indians residing on this reservation does not exceed five hundred, although, I am convinced, a greater number visit the reserve at certain seasons of the year, and by judicious management could be induced to remain permanently.

A number of houses have been built as quarters for the employés. These are of an ordinary, though comfortable character. Those composing the headquarters are small, though well constructed. The blacksmiths' and carpenters' shops are sufficiently large and commodious, and the barns are superior in character to any I have seen on the reservations.

The different articles enumerated on my inventory as farming tools are very much worn, and will require replacing before long.

Considering the natural advantages this reservation possesses, it does not prevent a thriving appearance.

The number of resident Indians should be increased; a larger quantity of land should be cultivated, and more attention paid to the moral and physical condition of the Indians.

I have to report to the department the existence of a steam saw-mill on this reservation under the direction of private individuals. It is situated at the mouth of the Noyo river, about six hundred yards from the headquarters. The department is familiar with the particulars attending the erection of this mill. At present, I regard it as an obstacle in the way of the future welfare and prosperity of the Indians, subjecting them to the baneful influence of a class of white men, whose in-

terests are in no way identified with them, and who have no sympathy for their condition. The utmost effort on the part of the agent in charge of this mill, who seems inclined to support the laws and regulations of the reserve, cannot abate the evil attending this proximity of the whites.

Intemperance and disease are among the evils which must inevitably attend these people so long as they are subjected to these influences. Apart from these considerations, the operation of logging encroaches upon and injures the salmon fishery in the Noyo river, which is one of the natural resources of the place.

A private store for the vending of goods to Indians and employés, has been for some time carried on here by permission, I understand, of the late superintendent. So convinced am I of the unavoidable evils attending all such licenses upon reservations, that I shall revoke the permission granted in this instance, at once. With the view of separating the Indians for the time being from the influences referred to, the agent has been directed to remove them immediately after harvest from the headquarters to the neighborhood of the Bedator; leaving only force enough to carry on the current business of the place, I was induced to this step from a hope that means may be devised for the removal of these evils.

FRESNO.

This agency is situated on the Fresno river, a small stream which rises in the Sierra Nevada and sinks early in the summer, shortly after entering the San Joaquin plains, but empties in the San Joaquin river during the winter or rainy season.

A farm was established here upon the property of Mr. Vinsonhaller, some years ago, for the support of the Foot-hill Indians, and such other tribes as might be induced to reside in the plains. If this farm ever did afford the home and protection for which it was established, the period has passed when it can be of the slightest service. Constant droughts and failure of the crops from year to year has convinced me of the inutility of any further attempts at its cultivation.

The improvements existing are of little value to the owner of the property, and of none to government. The quantity of land cultivated this year is trifling and the crops of little value. The great scarcity of water renders every effort at farming on the part of the Indians abortive, and irrigation is attended with great labor and expense. As appears on the inventory, the amount of public property on this place is small and is much worn. Ten thousand pounds of wheat is all that remains on the reserve for the present year.

For these reasons, and the fact that the number of Indians upon it does not warrant its support, I think it expedient to incur no further expense upon this farm, and shall take the necessary steps to abandon it as soon as possible.

KING'S RIVER.

This farm is attached to the Fresno agency, and is in charge of Mr. William Campbell, who claims the property. I consider that the

rent asked for this place does not authorize its occupation for a longer period than possible. It is situated on the right bank of King's river, contains some good soil, and is well watered. There is an abundance of timber upon it for fencing purposes, and in other respects possesses advantages, but is too closely surrounded by settlers to answer the purposes of an Indian agency.

The Indians living here belong to the valley adjacent and to King's river. They are few in number, and would be contented to remain, if secure from the attacks of a large number of persons in the neighborhood, who are opposed to their doing so.

About two hundred acres have been cultivated by the Indians; mostly in wheat and barley. Some corn has been raised, for which the soil is well adapted, but has been mostly destroyed by animals running at large. The improvements consists of a well-built brick house, the residence of the overseer, Mr. Campbell, and a substantial barn and out-houses.

The quantity of grain on hand from this year's crop is about eight hundred bushels of wheat and a thousand bushels of barley, together with four or five tons of hay. The grain is well stored, and the hay secured in stacks.

The amount of public property used here in farming is small, and, like that at the Fresno, much worn.

TEJON.

This reservation is situated at the extreme southern base of the Sierra Nevada, where they join the Coast range of mountains.

In consequence of the great scarcity of water but little has been accomplished here for several years past.

The number of Indians estimated to belong to this reserve is six hundred. I visited most of the rancheros, and saw, perhaps, two hundred souls. Many of these are residents of the locality, known as the Tejon tribe. Most of the labor is performed by them, having in years past acquired some knowledge of farming by a residence on the missions. Some of the principal chiefs have small farms allotted to them, which they cultivate for their own exclusive benefit. The farming for the general support of the Indians has not been successful for the reasons cited.

There is collected here a considerable amount of public property, most of which is old and worn out. The public buildings, exclusive of headquarters, connected with this agency are situated at intervals over a few miles where there has been some cultivation.

Those composing the headquarters are well built of adobe, and being surrounded by a luxuriant vineyard and orchard containing a variety of fruits, such as figs, pomegranates, peaches, and apples, presents an appearance of comfort and cleanliness hardly to be expected in this region.

A small farm at Tule river has been established in connection with this agency. On it some corn has been raised this season, and considerable improvement made. The number of Indians collected here is about three hundred, and this number can be increased. It has always been the home of a very considerable tribe, who are contented

and willing to remain; but the country is rapidly being settled, and public sentiment is against their doing so.

The land upon which this farm is located belongs to a private citizen, with whom I have made arrangements for the present for its continued occupation, until a more suitable home can be provided for these Indians. I am convinced, from recent reports, that the country in the vicinity of Oucus river is well adapted for an Indian reservation. Should it be reserved by the government for Indian purposes, as I am informed it is contemplated, its location indicates it to be a suitable place for the Fresno, King's River, and Tule River Indians. Then they would be removed from influences that are now rapidly destroying them, and the inhabitants of the country they now live in would be relieved from a source of great complaint by their removal there. In this event I would suggest the abandonment of the Fresno, King's River, Tule river, and the Tejon Indian reservation, leaving only a sub-agent to visit those few bands of Indians remaining in the valleys, administering to their immediate wants, and to offer inducements to them to seek an asylum at Oucus River reservation. Should this policy be pursued, I am confident it would be but a short time before these valleys would be entirely free from their presence.

The number of Indians residing in the vicinity of San Diego is very considerable. I am informed that they are well disposed, and support themselves in many instances by the cultivation of small patches of land. I have deemed it essential that a special agent should frequently visit them, preserving friendly relations with them by the distribution of seed and agricultural implements, until such a time as the government may be enabled to procure a suitable location for a small farm for their use, which I consider essential to the welfare of the Indians and to the interests of the community among whom they live.

Much trouble has been experienced in this and other parts of the country by these roving bands of Indians. Unless a suitable home is provided for them, it is difficult to devise a plan for the remedy of this evil. Their present condition is much to be deplored, as they are frequently, no doubt, induced from want to commit depredations upon the property of settlers, which is too frequently punished with an unrelenting hand. Difficulties occasioned in this way in Round valley and its vicinity are at present particularly to be lamented.

The killing of Indians is a daily occurrence there. Under the circumstances, it is difficult to ascertain the actual cause of complaint. The Indians are accused of killing cattle and other stock belonging to settlers, but the evidences of it produced are not, in my opinion, sufficient to substantiate the charge. Efforts are being constantly made to quiet the existing feeling against these miserable people, and to gather them upon the reservations, where they shall be protected; but with little success. If some means be not speedily devised, by which the unauthorized expeditions that are constantly out in search of them can be restrained, they will soon be exterminated.

I beg respectfully to call your attention to the necessity of having the Indian reservations in this State officially surveyed. Great trouble has been experienced heretofore by the agents in holding exclusive

possession of the lands designated by the government for Indian purposes, for the want of definitely fixed boundaries.

I regret that the limited time allotted me for the accomplishment of this duty precluded the possibility of my visiting those portions of this superintendency north of Mendocino and south of the Tejon. Recent reports from D. E. Buel, Esq., agent at the Klamath, convinces me, however, that his reservation is in a prosperous condition. As it is my intention to visit this reservation immediately, I shall make it the subject of a special report.

Great effort has been made to ascertain the amount of indebtedness of the reservations, as required in my instructions; but, as yet, the returns of the different agents have not been completed. I hope, however, to be able to report in full upon this subject before long.

The embarrassed condition of this superintendency suggests many subjects that should be laid before the department, but which I am compelled to defer, on account of the limited time allowed me for the preparation of this report.

I have the honor to be, sir, your obedient servant,

J. Y. McDUFFIE,
Superintendent of Indian Affairs for California.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

Inventory of public property remaining on hand at Nome Lackee Ind reservation, (V. E. Geiger, agent,) on the 30th of June, 1859.

Articles.	Condition.	Remarks.
2 axes, broad	Good order	Many of these article
3 axes, hand	do	on Nome Cult I
20 axes, felling	do	farm, which is att
6 ax handles	do	to Nome Lackee age
2 anvils	do	
24 augers, assorted	do	
6 auger bits	do	
3 auger handles	do	
100 pounds alfalfæ seed	do	
2 cans axle grease	do	
5 bedsteads	do	
3 brace stocks	do	
1 bell, church	do	
1 bell, hand	do	
2 bars, leading, pairs of	Much worn	
7 bridles, riding	do	
22 bridles, harness	do	
12 blankets, pairs of	do	
1 set of wagon boxes	do	
2 brooms	do	
1 block and pullies, set	do	
16 buckets	do	
156 buoys, cedar	Good order	
1 brush, paint	do	
1 bellows, blacksmith	Much worn	
12 bottles, glass	Good order	Hospital department.
2 caldrons	do	
12 pounds candles	do	
6 candlesticks	do	
1 set of casters	do	
32 chains, log		
18 chisels	Good order	
1 coffee-mill	Worn	
2 curry-combs		
2 pair of compasses		
1 compass, coopers'		
2 clocks	Broken	
2 crowbars	Worn	
12 cups and saucers	do	
6 cups, tin	do	
1 churn	do	
26 cradles, grain	Much worn	
6 chairs	do	
1 crow, coopers'	do	
4 handcuffs	do	
3 ankle-cuffs	do	
1 can, tin	do	
3 dippers	do	
6 dishes	do	
4 doubletrees, sets	do	
1 eraser	do	
1 funnel, glass	do	Hospital department.
6 files, assorted	do	
24 forks, hay and grain	do	
1 flask, powder	do	
2 gauges, carpenters'	do	
5 grindstones	do	
4 hames, pairs of	do	
4 hubs, wagon	do	
10 harrows	do	

INVENTORY—Continued.

Articles.	Condition.	
7 sets of harness	Much worn	Fo
10 hammers, assorted	do	
3 hatchets	do	
35 hoes	do	
6 horse blankets	do	
1 hoe, coopers'		
2 inkstands		
300 pounds iron, assorted		
10 pounds iron, sad		
1 case of instruments		
1 jointer, coopers'		
1 knife, shoeing		
6 knives, butcher		
2 knives, drawing		
1 set knives and forks		
1 knife, farriers'		
1 lantern		
1 level, spirit		
8 mattresses		
1 mill, fanning		
1 mill, flour		
1 mill, corn		
1 mold, bullet	Part lost	
1 mortar and pestle	Good order	
6 overalls, pairs of	New	
16 oars	Old and useless	
24 ox bows	Good order	
30 ox yokes		
1 ox cart		
6 pillows, assorted		
12 pillow cases		
10 planes, assorted		
4 reams letter paper		
12 picks		
1 pin, rolling		
41 plows, assorted	Much worn and in bad condition.	
37 plow-points	Good order	
1 plow, carpenter's		
1 punch, saddler's		
8 pots, watering		
2 pitchers	Good order	
1 press, clothes	do	
2 pistols, (revolvers)	do	
18 rakes, hay	do	
4 rasps, (horse and shoe)	do	
9 rifles	do	
1 ruler	do	
1 rasp, wood	do	
1 rule, carpenter's	do	
12 spoons, assorted	do	
18 scythe stones	do	
6 saddles, pack	do	
2 salt cellars	do	
11 saddles, riding	do	
4 saws, cross-cut		
5 saws, hand		
1 saw, whip		
1 saw setter		
2 scales, (balance and platform)		
1 scale, balance		
18 spades		

INVENTORY—Continued.

Articles.	Condition.	Remarks.
2 screws, bench		
1 screw, (plate and dies)		
180 sickles		
1 skiff	Worthless	
12 shovels		
1 skimmer	Good order	
7 stoves, cooking	In use	
1 stove, office		
30 feet of stove-pipe	New	
8 stove-pipe joints	do	
6 spurs, pairs of	In use	
3 squares	Good order	
12 scythes and sheaths	do	
1 scythe brush		
1 pair of shears		
2 shaves, draw		
24 spokes, wagon		
3 seives		
3 trowels, mason's		
1 thresher and horse-power		
12 tumblers		
4 tongs, smith's		
2 thermometers		Hospital department.
6 tubs, wash		
2 vises, smith's		
4 wagons	Bad	
6 wedges		
3 wheels, well		
2 wrenches		
2,000 pounds wool	Bad condition	
Buildings.		
1 blacksmith shop		
1 carpenter's shop		
5 dwelling-houses	Frame	
1 kitchen and house	do	
1 stable and barn	do	
1 bake-house	do	
1 small building	do	Residence of Indian ch inclosed in an adobe w
4 buildings, store houses	Adobe	
1 building, dwelling	do	
1 dwelling-house	Frame	At Nevada camp, 3½ m from reservation.
1 barn	do	Do. do.
1 stable	do	Do. do.
3 Indian houses	do	Small.
1 log grainery	Hewed	
1 dwelling-house		
3 log houses	Good for nothing	
4 dwelling-houses	Frame	Purchased some time s of settlers at Nome C
34 houses	Log	19 of these are Indian h 12 feet square; other storehouses, &c.
Stock.		
240 head of wild horses		Ordered to be sold.
86 oxen, (working)		
25 horses		
19 mules		
90 cows		

INVENTORY—Continued.

Articles.	Condition.	Remarks.
125 head wild cattle at Nome Lackee. ...	.....	This is the number estimated by the agent; they were not counted for reasons given in report.
357 head wild cattle	.....	Do. do.
200 chickens.....	.....	Nome cult..
Amount of crop remaining from last year's harvest.		
2,200 bushels of wheat.....	.....	Well stored.

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Inventory of public property remaining on hand at Tejon Indian reservation, (James R. Vineyard, agent,) on the 13th of June, 1859.

Articles.	Condition.	Remarks.
1 anvil.....	Good order.....	
49 abstracts, (blank).....	.....do	
3 bedsteads.....	.....do	
1 bellows, (smiths').....	.....do	
68 blanks, (prop. rets.).....	.....do	
1 bureau	.....do	
6 bridles, (assorted).....	Much worn.....	
1 brace and bit.....	Good order.....	
1 caldron	.....do	
3 candlesticks	.....do	
1 churn.....	.....do	
2 cradles, grain.....	.....do	
12 cups and saucers.....	.....do	
1 clock.....	.....do	
1 diamond, glaziers'.....	.....do	
4 files.....	.....do	
1 United States flag.....	.....do	
50 fowls	.....do	
6 pitchforks.....	.....do	
1 gauge, carpenters'.....	.....do	
1 grindstone.....	.....do	
4 hames, pairs of	Much worn.....	
harness, sets of.....	Very much worn..	
4 hammers.....	Good order.....	
15 horses	.....	
14 houses, adobe.....	.....	
1 house frame	Good order.....	
94 pounds iron.....	.....	
1 iron circular saw.....	.....	At Mendocino.
1 inkstand.....	.....	
1 case of instruments.....	.....	
1 jug, cream.....	.....	
2 jars.....	.....	
1 knife, drawing.....	.....	
2 knives and forks, sets of.....	.....	

INVENTORY—Continued.

Articles.	Condition.	Remarks.
1 keg		
10 pounds of leather		
1 spirit level		
1 mattress		
1 fanning mill		
1 mortar and pestle		
31 mules		
10 mule collars		
2 measures		
21 pounds of mule shoes		
1 net, fish		
7 oxen		
5 gallons lard oil		
25 pounds of powder		
20 quires of paper, writing		
4 planes, carpenters'		
6 plows		
8 plow-points		
2 coffee pots		
2 rulers		
17 pounds of steel		
1 scythe		
3 pounds of solder		
1 saddle		
1 saw, circular		
1 scale, platform		
1 scale, spring balance		
2 screw benches		
2 screwdrivers		
2 solder irons		
1 square, carpenters'		
1 washstand		
1 stocks and dyes		
2 stoves		
1 spread, bed		
1 table		
1 thermometer		
4 tongs, (smiths')		
1 tureen		
1 tub, wash		
1 vise, (smiths')		
1 vise, hand		
5 wagons		
2 wrenches		
2 wash pans		
15,800 pounds hay		
600 pounds peas		
12,000 pounds wheat		
9,000 pounds barley		
1 pound acid, sulphuric		
½ pound muriatic acid		
½ gallon alcohol		
1 pound acid, tartaric		
½ pound acid, nitric		
3 pounds borax		
3 ounces cantharides		
2 ounces capsici		
1 caustic holder		
3 ounces conium ex		
½ pound corrosive sublimate		
2 pounds chloroform		
4 ounces urgot		
2 ounces extract of aconite		

INVENTORY—Continued.

Articles.	Condition.	Remarks.
3 ounces extract of belladonna		
3 ounces extract of henbane		
4 ounces extract of valerian		
2 ounces spirits of lavender		
1 ounce oil of cinnamon		
1 ounce oil of croton		
7 ounces oil of amber		
3 ounces opium		
1 spatula		
1 speculum, ear		
1 speculum, vagina		
2 drams strychnine		
2 pounds sulphur		
Buildings.		
14 houses	Adobe	
1 house, frame		
Stock.		
15 horses		
31 mules		
7 oxen		
50 fowls		
Amount of crop on hand.		
9,200 pounds barley		
12,000 pounds wheat		

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Inventory of the public property remaining on hand at Mendocino reservation on the 30th day of June, 1859—H. L. Ford, sub-agent.

Articles.	Condition.	Remarks.
1 anchor and chain	Good order	These articles have all been in use for some time, and are now in good order for working.
2 adzes	do	
1 anvil	do	
14 augers, assorted	do	
15 auger bits	do	
34 apple trees	do	
1 ax, broad	do	
19 axes, felling	do	
25 belting, leather, feet of	do	
1 bell	do	
1 bellows, smiths'	do	
1 bellows	do	
1 bevel	do	
1 set of bits for brace	do	
4 bowls	do	
13 buckets, water	do	

INVENTORY—Continued.

Articles.	Condition.	Remarks.
1 book, gardeners'	Good order	
5 chairs	do	
1 chair, rocking	do	
3 carts	Bad order	
1 case, book	Good order	
1 corkscrew	do	
30 ox chains	do	
1 chest tools	do	
20 chisels and handles	do	
1 clock	do	
4 coffee-mills	do	
2 coffee pots	do	
1 pair of compasses	do	
8 chisels, smiths'	do	
16 cups and saucers	do	
2 crowbars	do	
2 doubletrees, pairs of	do	
2 dining forks	do	
18 drills	do	
13 files, assorted	do	
2 frows	do	
3 grain cradles	do	
16 heading tools	do	
7 harrows	do	
9 sets of harness	do	
2 hammers, assorted	do	
3 hammers, smiths'	do	
2 hammers, sledge	do	
81 hoes, assorted	do	
10 hoes, grub	do	
1 set of halyards	do	
7 hay forks	do	
1 dozen hair pencils	do	
541 pounds of iron, assorted	do	
1 knife, draw	do	
1 knife, farriers'	do	
44 knives and forks	do	
1 fanning-mill	do	Much worn.
1 grist-mill	do	
2 nets, drag	do	
13 ox bows	do	
25 ox yokes	do	
4 ovens, bake	do	
3 oil spike	do	
1 pan, fry	do	
1 pan, tin	do	
7 pick handles	do	
11 picks	do	
6 planes, carpenters'	do	
23 plates, assorted	do	
14 plows	do	
1 pincers, smiths'	do	
444 property returns	do	
2 rollers	do	
2 rakes	do	
1 rasp, wood	do	
5 rifles	do	
1 range, cooking	do	
2 riding saddles	do	
5 saws, cross-cut	do	
2 saws, hand	do	
1 sawset	do	
1 saw, meat	do	

INVENTORY—Continued.

Articles.	Condition.	Remarks.
10 irons	Good order	
1 schooner	do	
1 screw, bench	do	
2 screw plates	do	
15 scythes	do	
8 .....do.	do	
1 pair shears	do	
1 scale and weights	do	
1 pair of shears	do	
12 swedges	do	
7 snaths	do	
50 sickles	do	
3 spades	do	
4 squares	do	
120 pounds steel, assorted	do	
1 pair of steelyards	do	
3 grindstones	do	
8 stoves, cook	do	
1 stove, office	do	
1 scale and platform	do	
2 spokeshaves	do	
1 sewing machine	do	
1½ barrels of salt	do	
6 tables	do	
13 tongs, smiths'	do	
1 threshing machine	do	
2 vises, smiths'	do	
300 vouchers, blank	do	
3 wagons	do	
5 wedges, iron	do	
3 wrenches	do	
¼ pound white wax	do	
¼ pound white pitch	do	
¼ pound yellow wax	do	
12 whiffle-trees, sets of	do	
1 whip	do	
2 wheels, wagon, pair of	do	
2 wagon trusses	do	
Medicines.		
1 ounce of acid, citric		
4 pounds aqua ammonia		
3 pounds alcohol		
2 pounds arginutem		
3 ounces ammonia, carb.		
2 pounds alum		
2 ounces bark, Peruvian		
2 ounces bark, yellow		
1 dozen bougies		
2 barrels balsam, wild cherry		
1 pound balsam copaiba		
¼ pound blue stone		
1 caustic holder		
2 pounds cerate simple		
1 pound colombo		
¼ pound copperas		
1 pound carbonate potassa		
3 pounds chalchium seed		
2 ponuds cincona		
1 pound cream tartar		
1 ounce cubebs		
1 ouncce camphor, gum		

INVENTORY—Continued.

Articles.	Condition.	Remarks.
3 pounds Cape aloes		
1 pound calomel		
1 dictionary, surgical		
1 pound elm bark		
1 pound extract comf. coll		
2 ounces ipecac		
5 pounds flax seed		
1 pound fœtida gum		
¼ pound galla pulv		
1 pound gum		
2 pounds ginger, ground		
10 pounds ginger root		
1 pound gamboge		
1 case instruments, surgical		
¼ pound iodide potassa		
3 pounds jalap		
1 lancet, spring		
¼ ounce lead, acetate		
3 ounces laudanum		
1 pound maguenia, colid		
1 mortar, compounding		
¼ ounce morphine		
1 pound niter, spirits		
1 dozen needles, sewing		
¼ ounce oil peppermint		
4 bottles oil, castor		
4 bottles oil, olive		
¼ ounce oil sassafras		
¼ ounce oil clover		
¼ ounce oil aniseed		
¼ ounce oil cammomile		
1 ounce oil wormweed		
1¼ pound oil vitriol		
4 ounces opium		
¼ ounce oil croton		
3 pounds pills, Hyol		
¼ ounce quinine		
1 ounce root, Hood's		
½ pound rose leaves		
1 pound rhubarb		
¼ pound sulphur		
2 pounds squills, sirup		
10 pounds Epsom salts		
2 spatulas		
9 syringes		
5 pounds senna		
3 pounds soda tart		
½ pound sub. col		
4 pounds soda bi-carb		
1 ounce tait. antimony		
4 pounds turpentine		
1 pound tincture compound jenican		
¼ pound tincture benzoin		
¼ pound tincture henbane		
1 pound tincture guaiac		
¼ pound tincture digitables		
1 pound tincture iodine, compound		
1 pound tartaric acid		
6 dozen vials, assorted		
6 dozen corks		
1 pound sulphur zinc		
2 pounds carbonate zinc		

INVENTORY—Continued.

Articles.	Condition.	Remarks.
Buildings.		
18 houses	Frame	Company headquarters, &c.
12 houses, Indian		Small.
6 houses	Log	Do.
6 houses, Indian		Do.
5 barns	Log and frame	
Stock.		
10 cows	American	
6 calves		
58 oxen		
14 horses, (working)		
4 mules		
50 chickens		

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Inventory of public property on hand at the Fresno Agency, M. B. Lewis, sub-agent, on the 30th day of June, 1859.

Articles.	Condition.	Remarks.
1 ax, broad	Good order	These articles are in good working order.
5 axes, felling	do	
5 ax handles	do	
1 adze	do	
6 augers	do	
2 bridles, riding	Much worn	
1 brace	Good order	
18 bits	do	
6 buckets, (wood)	do	
1 basin	do	
20 blank property returns	do	
40 blanks of disbursements	do	
1 bucket, (tin)	do	
8 bowls	do	
2 camp kettles	do	
8 chisels	do	
3 coffee pots	do	
1 coffee-mill	do	
8 cups and saucers	do	
6 tin cups	do	
1 crowbar	do	
1 candlestick	do	
3 curry combs	do	
1 carpenter's compass	do	
94 yards of duck	do	
60 yards of drilling	do	
1 dish, earthen	do	
20 envelopes	do	
6 hay forks	do	

INVENTORY—Continued.

Articles.	Condition.	Remarks.
2 files	Good order	
2 fry-pans	do	
1 gauge, carpenter's	do	
2 guns, shot	do	
4 gouges	do	
3 hatchets	do	
2 hammers, assorted	do	
60 harrow teeth	do	
2 sets of harness	Very bad order	
8 hoes, assorted	Good order	
12 horses	do	5 raised on reservation returned as colts.
10 heel wedges	do	
1 inkstand	do	
1 knife, draw	do	
7 knives, butcher	do	
2 knives and forks, sets of	do	
1 knife, carving	do	
1 kettle	do	
1 lantern	do	
2 mills, fanning	do	
35 mules	do	
1 mule collar	do	
20 needles, sacking	do	
1 oil can	do	
40 school primmers	do	
1 pot, stew	do	
4 planes	do	
15 quires of letter paper	do	
8 plates, assorted	do	
8 plates, tin	do	
3 picks	do	
3 pick handles	do	
5 plows	do	
1 plow, gang	do	
1 punch	do	
1 pincers, pair of	do	
2 pistols, (Colt's)	do	
1 pump	do	
2 padlocks	do	
1 powder flask	do	
2 rollers, ground	do	
1 rake, garden	do	
rifle	do	
foot rule	do	
riding saddle	do	
crewdriver	do	
air of sheep shears	do	
kles	do	
vels	do	
ie, oil	do	
dstone	do	
lstone and fixtures	do	
, cooking	do	
s, table	do	
, tea	do	
spurs	do	
carpenters'	do	
nd	do	
e	do	
-cut	do	
	do	
	do	

INVENTORY—Continued.

Articles.	Condition.	Remarks.
1 spokeshave	Good order	
16 scythes	do	
8 scythe sheaths	do	
10 scythes	do	
1 scale, platform	do	
8 dozen screws, assorted	do	
1 spoon, large	do	
2 synches saddles	do	
1 thermometer	do	
4 papers of tacks	do	
4 towels	do	
1 table	do	
1 vise, smiths'	do	
1 watering pot	do	
1 wagon	Bad order	This wagon is good for nothing.
2 whiffletrees		
Stock.		
12 horses		Five of these horses were raised on the reservation.
24 mules		
Amount of grain on hand.		
94 bushels of wheat = 5,640 pounds		
4,492 pounds wheat		Sent to be ground into flour.
719 bushels wheat		At King's River farm = 107,940 pounds.
1,080 bushels barley		
15 tons hay		

J. Y. McDUFFIE,
Superintendent Indian Affairs for California.

Inventory of public property remaining on hand in the possession of H. P. Heintzleman, sub-agent, Colorado district, June 30, 1859.

Articles.	Condition.	Remarks.
2 books, blank		
1 bridle		
1 carbine		
1 coffee pot		
1 camp kettle		
2 donkeys		
2 saddles, pack		
1 saddle, riding		
2 tin cups		
10 property returns, blank		

J. Y. McDUFFIE,
Superintendent Indian Affairs.

Inventory of public property delivered by Thomas J. Henley, superintendent of Indian affairs, to James Y. McDuffie, his successor office.

Articles.	Articles.
368 blank property returns.	1 map Mendocino.
180 blank vouchers.	2 paintings.
12 blank abstracts.	5 quires cap paper.
2 letter clips.	5 quires letter paper.
1 letter scale.	5 quires note paper.
1 eyelet machine.	500 envelopes, assorted.
1 copy Brightly's Digest.	5 quires envelope paper.
1 map of United States.	2 office signs.

THOS. J. HENLEY,
Superintendent Indian Affair

OFFICE INDIAN AFFAIRS,
San Francisco, June 14, 1859.

J. Y. McDUFFIE,
Superintendent Indian Affairs for California

36TH CONGRESS, 1st Session. | SENATE. | EX. DOC. No. 47.

REPORT

OF

THE POSTMASTER GENERAL,

COMMUNICATING,

In compliance with a resolution of the Senate, further information in relation to the contracts with Daniel H. Johnson and Cornelius Vanderbilt, for temporary mail service between New York and San Francisco, and New Orleans and San Francisco, via the Isthmus.

MAY 26, 1860.—Read, ordered to lie on the table, and be printed.

POST OFFICE DEPARTMENT,
Washington, May 25, 1860.

SIR: In further answer to the resolution of the Senate of 23d April last, requesting "copies of the contracts executed with Daniel H. Johnson and Cornelius Vanderbilt, respectively, for temporary mail service between New York and San Francisco, and New Orleans and San Francisco, by way of the Isthmus routes of Panama and Nicaragua, &c.," I have the honor to report herewith, in addition to the information communicated in my letter of 2d instant, the names of the guarantors of the respective bidders for that service, as follows, viz:

George Irving and Thomas R. Foster, guarantors of Daniel H. Johnson.

D. B. Allen and Lambert Wardell, guarantors of C. Vanderbilt.

Wm. H. Aspinwall, Wm. Whitewright, jr., Edwin Bartlett, David Hoadley, President of the Panama Railroad Company, Wm. H. Davidge, President of the Pacific Mail Steamship Company, guarantors of the Panama Railroad Company and Pacific Mail Steamship Company.

James Hall and J. L. White, guarantors of William C. Barney.

Emile La Sere, W. E. Starke, and J. P. Benjamin, guarantors of the Louisiana Tehuantepec Company.

I am, very respectfully, your obedient servant,

J. HOLT.

Hon. J. C. BRECKINRIDGE,
Vice President of the United States.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 48.

REPORT

OF THE

POSTMASTER GENERAL,

COMMUNICATING,

In compliance with a resolution of the Senate, information in relation to the defalcation of the postmaster at New York.

MAY 26, 1860.—Read, referred to the Committee on Post Offices and Post Roads, and ordered to be printed.

POST OFFICE DEPARTMENT, *May* 24, 1860.

SIR: On the 16th instant, the Senate adopted the following resolution:

"*Resolved*, That the Postmaster General be instructed to inform the Senate when the Post Office Department first had any knowledge that any defalcation existed on the part of the postmaster of the city of New York, and also to inform the Senate if the Sixth Auditor of the treasury has faithfully performed, in reference to the post office in the city of New York, the duties imposed on him by the act of March 3, 1851, and especially by the one hundred and ninety-seventh section of said act."

In reply to which I have the honor to state, that I was for the first time informed of the defalcation of Isaac V. Fowler, late postmaster at New York, on the morning of the 10th May, 1860, on which day he was by the President removed from office. I have no reason to believe that any knowledge of this defalcation existed in this department before the day mentioned.

In the month of April, during my absence in the South, a telegraphic dispatch appeared, alleging that there was a deficit in the accounts of the postmaster at New York, and the First Assistant, and then Acting Postmaster General, informs me that, in consequence, his apprehensions were awakened. The postmaster, however, came to Washington, and his accounts were balanced in the auditor's office up to 31st December, 1859, which quieted the fears that had been excited The defalcation, since discovered, could not be detected and verified until the accounts for the quarter ending 31st March, 1860, had been audited, which was not completed until 10th of May, 1860.

The provision of law referred to as the one hundred and ninety-seventh section of the act of 3d March, 1851, is in fact the eighteenth section of that statute, and was temporary in its operation. The Sixth Auditor appears to have faithfully performed his duty under it, by a

report on the 1st March, 1837, which was printed by order of the House of Representatives, and constitutes Document No. 185, of second session Twenty-fourth Congress. A similar report was made on the 22d February, 1845, in obedience to a resolution of the Senate of 23d January, 1845, and the instructions of the Postmaster General.

As the general law does not require reports of this character to be made, none except those named appear to have been submitted to Congress.

Very respectfully, your obedient servant,

J. HOLT,
Postmaster General.

Hon. JOHN C. BRECKINRIDGE,
Vice President of the United States.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 49.

REPORT

OF THE

SECRETARY OF THE TREASURY,

In answer to a resolution of the Senate relative to the custom-house at New Orleans.

MAY 31, 1860.—Read, referred to the Committee on Finance, and ordered to be printed.

TREASURY DEPARTMENT, *May* 30, 1860.

SIR: In reply to Senate resolution of May 28, 1860, "directing the Secretary of the Treasury to report to the Senate the present state and condition of the new custom-house at New Orleans, and whether, as his opinion, true economy does not require that further appropriations be now made for its completion." I have the honor to transmit herewith a report from the acting engineer in charge of the office of construction under the Treasury Department, relative to the state and condition of the work in question.

In relation to the latter clause of the resolution, the Senate is respectfully referred to the last annual Report on the Finances, page 11, as embracing the views of the department as to the policy of continuing the work on the New Orleans custom-house.

Very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

Hon. JOHN C. BRECKINRIDGE,
President United States Senate.

[Official.]

TREASURY DEPARTMENT, OFFICE OF CONSTRUCTION,
Washington, D. C., May 29, 1860.

SIR: In reply to so much of the Senate resolution of the 28th instant as requires you to "report to the Senate the present state and condition of the new custom-house at New Orleans," I have the honor to say that, as nearly as can be gathered from the local superintendents' reports, (which are confined mainly to details,) the exterior walls of the building are up, or nearly up to the entablature. This entablature is about thirteen (13) feet in height, and when it is finished, the exterior walls will be ready for the roof.

The interior walls, partitions, and floors appear to be completed to the fourth story, and so well advanced that the interior work can be got ready for the roof as early as the exterior, when the means therefor are in hand.

The finishing of the rooms is but partially progressed. A sufficient number have been completed to enable the collector to occupy a portion with his force, although the rooms designed for him are not yet made ready for use.

The finish of the post office and court-house portions is barely commenced. The Postmaster General has reported to this department that it will be a matter of necessity that the rooms designed for a post office shall be ready by the 1st of November, when the lease of the present building will expire (which cannot be renewed.)

This it will be impossible to do with the available balance of the appropriation, and continue the necessary concurrent work.

The entire structure must, of course, be more or less exposed until a roof is on, and this roof cannot be purchased with the present means, nor can it be put in place until the exterior walls are completed, for which there is now no appropriation.

I have the honor to be, very respectfully,

S. M. CLARK,

Acting Engineer in Charge Treasury Department.

Hon. HOWELL COBB,

Secretary of the Treasury, Washington, D. C.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 50.

REPORT

OF THE

SECRETARY OF THE INTERIOR,

COMMUNICATING,

In compliance with a resolution of the Senate, copies of certain papers in reference to Jacob Hall's mail route preëmption case.

MAY 28, 1860.—Read, and referred to the Committee on Public Lands. Motion to print referred to Committee on Printing.

JUNE 2, 1860.—Report in favor of printing submitted, considered, and agreed to.

DEPARTMENT OF THE INTERIOR,
Washington, May 26, 1860.

SIR: In reply to the resolution of the Senate, adopted on the 23d instant, calling for copies of a circular, and of sundry papers of file and record in this department, "in relation to preëmptions to contractors carrying mails through Territories west of the Mississippi, under the general provision for that purpose in the act of Congress, approved 3d March, 1855, making appropriations for the service of the Post Office Department, also in reference to the special post route preemption, under act of 3d March," 1857, I have the honor herewith to transmit the desired copies, which have been prepared in the General Land Office, and are certified by the Commissioner.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. J. C. BRECKINRIDGE,
Vice-President, &c.

GENERAL LAND OFFICE,
May 26, 1860.

I, Joseph S. Wilson, Commissioner of the General Land Office, do hereby certify, that the annexed copies are true and literal exemplifications from the records and files of this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[L. S.]

JOS. S. WILSON,
Commissioner of the General Land Office.

CIRCULAR

In relation to preëmptions to contractors carrying mails through Territories west of the Mississippi, under the general provision for that purpose in the act of Congress approved 3d March, 1855, making appropriations for the service of the Post Office Department, (Statutes for 1855, page 684;) also, in reference to the special post route preemption, under the act of 3d March, 1857, (United States Statutes, page 190.)

GENERAL STATUTE OF MARCH 3, 1855.

GENERAL LAND OFFICE, *September* 9, 1857.

GENTLEMEN: In the 1st section of the above-mentioned act of Congress of the 3d March, 1855, it is provided that "each contractor engaged or to be engaged in carrying mails through any of the Territories west of the Mississippi, shall have the privilege of occupying stations at the rate of not more than one for every twenty miles of the route on which he carries a mail, and shall have a preëmptive right therein, when the same shall be brought into market, to the extent of 640 acres, to be taken contiguously and include his improvement; but no such preemptive right shall extend to any pass in a mountain or other defile."

It is held by this office—

First. That to constitute a right of preëmption under this law, the mail route on which the claim is based must form a part of a system *stretching laterally across the Territory*, being *a link in or part of a connected route from the line of the States west of the Mississippi to the Pacific*, and that no benefit or privilege is conferred by the said act on routes stretching lengthwise in a northerly or southerly direction in the Territory, and forming no part of such connected route.

Second. The party preferring a claim must furnish a map showing the entire route for which he is a contractor, having clearly indicated thereon each particular section claimed as a "*station*" under the law, with a sworn certificate, indorsed on the said map, from the nearest postmaster to each of the said "stations," showing that said stations are between the several intermediate points designated in the contract with the General Post Office Department, and stating that he, the postmaster, *has knowledge* of the fact of such "stations" being on the route and located as represented on said map, and further showing the position or relation of his office on the map to the "station" to which he certifies.

This map must be filed in the district office, and be accompanied by evidence from the Post Office Department that the party claiming is a "contractor" on the route indicated.

Third. The mail contractor or claimant must file in the proper district office his written declaration of intention to claim the benefits of the law *within three months* from the selection of his "stations," if on surveyed lands, giving a full description of each station; and if the lands *be not surveyed* at the time of selection, then such declaration must be filed within three months after the return of the township plat to the district office, that being the period within which, from date of settlement, a claimant is required, by the general preëmption act. to file for unoffered lands.

Fourth. Proofs to the satisfaction of the local land officers must be furnished, showing the extent of the *improvement* at each "station," and that it is of a character to fully subserve the purpose of the "station."

The fifth section has been modified, and now stands as follows:

Fifth. The mail route may be divided into sections of twenty miles each, and the contractors allowed to preëmpt one station in each of said sections, upon its being shown that each station has been selected in good faith under the law, and not for speculative purposes, and that no two stations are within ten miles of each other. (See Secretary's letter of October 30, 1857.)

Sixth. Upon unoffered land the claim must be proved up and paid for during the existence of the contract and before the day fixed by the President for the public sale of the land, otherwise any right which the party may have had will be forfeited. Where the land is *offered* and "subject to private entry," proof and payment must be made within twelve months from the date of the commencement of the "improvement."

Seventh. Each contractor bringing himself within the law is entitled to a preëmption not exceeding 640 acres, in contiguous tracts, to include his improvements, according to the lines of the public surveys, and not extending to any pass in a mountain or other defile, and, of course, not embracing mineral or other reserved lands.

Eighth. Notice to adverse claimants to any portion of the land selected as a station must be given in writing, and should be served in time to allow at least a day for every twenty miles the party may have to travel in going to the place of taking testimony.

SPECIAL STATUTE, ACT MARCH 3, 1857.

By the tenth section of this law the Postmaster General is authorized "to contract for the conveyance of the entire letter mail from such point on the Mississippi river as the contractors may select to San Francisco, in the State of California, for six years," &c.

The twelfth section declares "that the contractors shall have the right of preëmption to three hundred and twenty acres of any land not then disposed of or reserved, at each point necessary for a station, not to be nearer than ten miles from each other: and provided, that no mineral land shall be thus preëmpted."

The principles laid down in the foregoing, respecting the general law of 1855, will apply, under this special statute of 1857, modified only so far as this, that the right of preëmption is restricted to 320 acres, and the stations cannot be admitted nearer than ten miles from each other.

Respectfully, your obedient servant,

THOMAS A. HENDRICKS,
Commissioner.

REGISTER AND RECEIVER *at*

Approved, September 11, 1857.

J. THOMPSON,
Secretary of the Interior.

WASHINGTON, D. C., *July* 26, 1859.

SIR: The undersigned, mail contractor on route No. 10532, from Independence, Missouri, to Santa Fé, New Mexico, from July 1, 1858, until June 30, 1862, has occupied as mail stations, on said route, under the authority of an act of Congress, approved March 3, 1855, making appropriations for the service of the Post Office Department, the following lands situated in Kansas Territory, and in the land districts of Lecompton and Ogden, to wit: In the Lecompton district, the west half of section 1, southeast quarter of section 1, and southeast quarter of section 2, township 15 south and range 16 east, and west half of section 21, southeast quarter of section 21, and northeast quarter of section 28, township 15 south, range 13 east. In Ogden district, the east half of northeast quarter of section 32, east half of southeast quarter of section 32, township 16, range 6 east; and the east half of northeast quarter of section 5, west half of northwest quarter of section 4, east half of southeast quarter of section 5, west half of southwest quarter of section 4, west half of northwest quarter of section 9, and the west half of southwest quarter of section 9, township 17 south, range 6 east; also, the west half of southwest quarter section 8, southwest quarter of northwest quarter of section 8, township 18 south, range 2 east; south half of northeast quarter of section 7, south half of northwest quarter section 7, northwest quarter section 7, northeast quarter of northwest quarter of section 18, township 18 south, range 2 east; north half of southeast quarter section 12, south half of northeast quarter section 12, township 18 south, range 1 east; all which said lands the undersigned is now claiming the right to preëmpt and enter by virtue of said occupancy as mail contractor aforesaid, under the authority of said act.

The undersigned was mail contractor on route No. 8912, running over this same road from July 1, 1854, until June 30, 1858, and during the existence of that contract he preëmpted and entered lands on this same section of said route at the rate of one section for every twenty miles thereof. Those lands, at the end of said contract, belonged to himself and Mr. Hockaday. The present contract commenced at the expiration of the old one, and the undersigned has occupied and claims the right to preëmpt these lands under the new contract. If another person than the undersigned had got this new contract there could have been no doubt of his right to enter and preëmpt said lands, but as the undersigned has already preëmpted lands along this road, it is contended by some that he cannot again preëmpt lands along this same line, even under a new contract.

As this right of preëmpting lands enters largely into the consideration of bidders when they make out their bids for carrying mails on these lines, putting their bids much lower in consequence of this right of preëmption, the undersigned can see neither justice nor reason in discriminating between an old contractor, when he becomes a bidder on a new contract, and any other person, as far as this right to occupy and preëmpt stations is concerned.

He certainly becomes a new contractor, and must have all the privileges that any other person could have as such.

Any other view of the case would preclude old contractors from anything like fair competition when bidding for new contracts on these routes on which the right to prëempt lands exists, a thing certainly never contemplated by the framers of the law.

Your opinion is respectfully asked whether the entries of lands on this line under the old contract will preclude me from the right of preëmpting and entering these lands above described under the present contract.

Yours, very respectfully, &c.,

JACOB HALL.

Hon. THOMAS A. HENDRICKS,
Commissioner General Land Office.

GENERAL LAND OFFICE,
August 2, 1859.

GENTLEMEN: From a letter of the 26th ultimo, addressed to this office by Jacob Hall, mail contractor, it appears that he claims the right, under his *renewed* contract for transporting the mail *on the same route*, to preëmpt stations *other* than those selected under his *old* contract. This claim is inadmissible, and inconsistent with the principle and policy of the act of March 3, 1855.

The grant of lands by preëmption was intended as a bounty to the *first* contractor, and upon the termination of the contract service it ceased, and is not renewable under a subsequent contract either to himself or a successor. The route *once* established accomplishes the object contemplated by the law. To allow, upon any renewal of a contract on the same route, the right to select stations, would absorb all the land on the route, without any corresponding benefit to the public.

Should Mr. Hall apply to enter land upon his *renewed contract* you will reject his application, and he has been informed (on the 1st instant) that his claim is inadmissible.

Respectfully, your obedient servant,

JOS. S. WILSON,
Acting Commissioner.

REGISTER AND RECEIVER,
Lecompton, Kansas Territory.

GENERAL LAND OFFICE,
August 1, 1859.

SIR: In reply to your letter of the 26th ultimo, inquiring whether upon renewing a mail contract, upon the same route, a contractor would have the right to preëmpt stations *other* than those selected under his old contract, I have to state, that Congress, in its general policy affecting the public lands, have been careful to limit, by particular laws, the right to preëmpt, on the part of settlers, but to one

selection; and by analogy, in the absence of any express provision to the contrary, we must in administering laws embracing the principle of preëmption, construe them as being subject to the same limitation. Hence, under the postal preëmption allowed by the act of 3d March, 1855, the right to select stations is restricted to and exhausted under the first contract, and that no renewal of the contract renews the right to make further selections.

The policy of the law allowing this privilege was founded on the hypothesis that grants of land at convenient distances for mail stations on routes to the Pacific would not only afford supplies essential to the service, but would encourage immigration and settlement on the line of the route. Therefore it was, that the several stations allotted were restricted to the respective distance of ten miles. It was deemed that this distance between the stations was near enough to meet the object of the law. To allow a contractor, therefore, upon a renewal of his contract upon the same route, the privilege of making a new selection of stations, would interfere with the distances already established, and would upon successive renewals, absorb all the lands on the route, without benefit to the public.

It undoubtedly was the policy of the statute, that stations once erected, on a fixed line of route, would pass from one contractor to his successor, the former agreeing with the latter for any fixture that he might have established, as a matter between the parties themselves.

It is, therefore, the opinion of this office, that upon the renewal of a contract to carry the mail on the same route, the contractor is not entitled to select stations *other* than those already selected under his first contract.

Respectfully, JOS. S. WILSON,
Acting Commissioner.

JACOB HALL, Esq., *Washington, D. C.*

DEPARTMENT OF THE INTERIOR,
Washington, February 29, 1860.

SIR: Your report of the 6th August last, and accompanying papers, in the case of Jacob Hall, present for my consideration the question whether, upon the renewal of a contract to carry the United States mail, in a case where the same or a previous contractor had availed himself of the privileges conferred by the third section of the act of Congress approved March 3, 1855, entitled "An act making appropriations for the service of the Post Office Department," &c., the contractor under the new contract will be entitled to enter by preëmption other lands for his stations in addition to the entries which may have been made under the former contract?

My reply to this question is not direct; and it appears to be requisite to set forth and construe the words of the statute, and determine their force and meaning.

They are as follows, (Statutes, vol. 10, page 684:) "*Provided*, * * * * that each contractor engaged, or to be engaged, in

carrying mails through any of the Territories west of the Mississippi, shall have the privilege of occupying stations at the rate of not more than one for every twenty miles of the route on which he carries a mail, and shall have a preëmptive right therein when the same shall be brought into market, to the extent of 640 acres, to be taken contiguously, and include his improvements; but no such preëmptive right shall extend to any pass in a mountain or other defile."

I shall first consider the privileges conferred by this law, and they are two in number, viz: "the privilege of occupying stations" and "a preëmptive right." These are distinct privileges; yet, as we shall presently see, the latter is dependent upon the former.

It appears to be well settled, by the decisions of this department heretofore made, that this law bestows these rights only along the great "through" routes extending from points on the frontiers of the States, "through any of the Territories west of the Mississippi," to New Mexico, Utah, or the regions on the Pacific slope of the continent.

At the date of the enactment of the law under discussion—and the same remark is still true to a great extent—the regions of country "through" which these great routes extended were in the occupancy of the Indian tribes, whose possessory rights were recognized by the United States, and the lands were as yet unsurveyed. It was a matter of doubt, in view of the act of Congress of 30th June, 1834, "regulating intercourse with the Indian tribes," whether mail contractors could enter the Indian country and establish stations there.

Here, then, was a region within which little could be granted beyond "the privilege of occupying stations;" but the possession of this privilege was necessary and valuable to the contractor "engaged, or to be engaged, in carrying mails" "through" it. Accordingly, I am of the opinion that the principal end of the enactment of the law of 1855 is the bestowal of the "privilege of occupying stations" on public lands before the same shall have been brought into market.

But this privilege is not unlimited. No more than one station for every twenty miles of route can be occupied under it, and, in my decision of 30th October, 1857, I reached the conclusion that no two stations should be nearer than ten miles from each other.

This right of occupying stations is given to "each contractor engaged or to be engaged in carrying mails through," &c. It is bestowed on contractors only. To them it is given in the present and in the future. But I am unable to see anything in the law to justify the supposition that any right of occupancy remains in a person who has ceased to be a contractor. The right to occupy stations terminates on the determination of a contract, and is renewed on the renewal of the contract to the same or another contractor, along the same route, or any other route established by law. I, therefore, am of the opinion that the "contractor," during his contract, or upon taking a new one, may change his stations, abandon former ones, and assume fresh ones, not exceeding the terms of limitation as to number and locality prescribed in this act of March, 1855.

Secondly. This law bestows "a preëmptive right." This we have remarked, is a different thing from "the privilege of occupying stations," though immediately depending thereon. This preëmptive

right could not be availed of at the date of the passage of the law, and, by the words of the act, is to be enjoyed, or accrue at a future time, but definitely prescribed, viz: "when the same shall be brought into market." No right of preëmption exists before that time, only a "privilege of occupying stations." Now, as lands are brought into market in the present and future by proclamation of the President, and in that proclamation a day of sale is fixed, the words in the act of 1855 must take that meaning which they properly bear among persons who use familiarly that form of expression, and who speak in the terms made proper by provisions of other statutes. The words "when the same shall be brought into market," therefore describe and refer to that period of time which intervenes between the issuance of the President's proclamation and the public sales of the lands in such proclamation mentioned.

The party entitled to the preëmptive right at this time is the "contractor" who is occupying stations under the law of 1855, and according to the above limitations of the right to occupy, which fall within the body of land to be offered pursuant to proclamation.

All our laws in regard to preëmptive rights have based the preference right to buy upon a subsisting occupancy and use; and the words of this act appear to follow that recognized principle.

The occupant right is limited to the "contractor" as such. The right to enter the land when it is brought into market follows the occupant right, and belongs to the "contractor" as such, and not to one who long since ceased to be a contractor. When the right to occupy has determined, the right to preëmpt no longer survives. As this privilege of occupying stations is given to "each contractor engaged or to be engaged," &c., with limitations, so the right to preëmpt may accrue to each contractor now or hereafter to be engaged in carrying mails, &c., but it may not accrue to every contractor. It may happen that contractors may have possessed and used the privilege of occupying stations, who will never receive any benefit from the provisions in respect to preëmption, because no lands occupied as stations may be brought into market during the subsistence of their contracts.

After lands have been fully "brought into market," and have become liable to private entry, the mail route preëmption is no longer valuable. The subsisting or any former contractor may, like any other citizen, enter any lands he choses along the route, and establish his stations to suit his convenience, but he cannot be protected in any claim of preference to lands over any other applicant to enter them.

This view of the act of 1855 appears to be consistent with the provisions of other statutes relative to the public lands, and to be in itself just and practicable. The valuable privilege, in the present and future, is conceded to contractors along those parts of the great through routes which extend through the Indian country, and through lands not yet in market, of occupying the public lands with their stations; thus promoting the safety of their property and the convenience of their employés during the time their mail contracts require them to transport the mail along those routes. When any of the lands that may thus be occupied as stations are brought into market, the contractors,

n the occupancy thereof, are admitted to the exclusive privilege of ntering the lands occupied (not exceeding 640 acres) at the legal minmum price; thus enabling them to secure the benefits of any improvenents they have made without meeting with competition from others, who, on the lands being exposed to public sale, might be disposed to offer more because of the existence of the improvements upon the land.

When entries have been regularly made, under this law, in the body of lands brought into market, the entered lands pass to the private ownership of the party who was the contractor, just as do other racts to the parties who have entered them under other preëmption laws.

Any other explanation or construction of the law under review than that above given, would involve serious difficulties; and I see no other which is in harmony with the system of preëmptions and sales established by other laws of the United States which were in force when the law of 3d March, 1855, was enacted, and still continue in force.

The communication of Mr. Hall is now returned; and you will apply the principles herein stated to his case, and to any other cases hereafter where applications are made or entries effected under this act, approved March 3, 1855.

Very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

COMMISSIONER OF THE GENERAL LAND OFFICE.

GENERAL LAND OFFICE,
March 8, 1860.

SIR: On the 29th ultimo, the Secretary of the Interior communicated his opinion affirming the decision of this office adverse to your application to enter, for mail stations, certain lands on the renewal of a contract for carrying mails on a route, on which you had selected stations under a former contract.

From a careful review of the postal act of March 3, 1855, the Secretary has concluded that the right to occupy "stations" and the right to preëmpt are distinct privileges; that to enable a contractor to enjoy the grant, he must be a *contractor* at the time the land is *brought into market.*

Hence, whenever a contract expires before the land is in market, the right to occupy is divested, and on a renewal of the same the right attaches to the old selections; or, if the route be changed, he may abandon the old and select new ones—the perfection of his claim ultimately depending on his being a contractor at the period of time the land is proclaimed for sale.

The case you present falls within the prescribed restrictions. You selected stations under your first contract, and the right to occupy terminated on *its expiration.*

On the renewal of the contract for the same route, the right attached

to the old stations *de novo;* subject, however, to the limitations here expressed.

Very respectfully,

JOS. S. WILSON,
Commissioner.

JACOB HALL, Esq.,
Present.

36TH CONGRESS, 1st Session. } SENATE. { EX. DOC. No. 51.

COMMUNICATION

FROM

WILLIAM MEDILL, FIRST COMPTROLLER OF THE TREASURY,

IN REPLY

To the preamble and resolutions submitted by Mr. Green, and asking an investigation of the charges contained therein.

JUNE 5, 1860.—Referred to the select committee on the subject. Motion to print referred to the Committee on Printing.

JUNE 7, 1860.—Report in favor of printing, submitted, considered, and agreed to.

TREASURY DEPARTMENT,
Comptroller's Office, May 21, 1860.

I herewith hand you a communication, which I have felt it to be my duty to address to the Senate of the United States, in reply to the preamble and resolutions of Mr. Green, and asking an investigation of the charges contained therein, and have respectfully to request that you will present the same, together with the accompanying papers, to that honorable body.

I am, sir, very respectfully, your obedient servant,

W. MEDILL.

Hon. GEO. E. PUGH,
United States Senate.

TREASURY DEPARTMENT,
Comptroller's Office, May 21, 1860.

To the Senate of the United States:

I understand that a preamble and certain resolutions were offered in the Senate, during my recent severe indisposition and consequent absence from the city, alleging, among other things, that I had "assumed the prerogative of nullifying the will of Congress," in refusing my sanction to a claim against the United States which had been referred by the act of the 18th of August, 1856, to the First Comptroller of the Treasury for adjustment and award, "according to the principles of law, equity, and justice," and invoking upon me the "disapprobation" of your honorable body for no other offense, that I can *perceive, than that of having* been unable to agree in opinion with

the claimants, and others in interest, in relation to my duty in the premises.

Had the resolutions proposed an inquiry into the conduct of the Comptroller, or into the legality and correctness of the determination at which he arrived in his action upon the matter referred to, there is no one who would have been more gratified at their introduction than myself. It is what I have been long anxious to bring about, and what the claimants, I have no doubt, are equally anxious to avoid. But this is the first instance, I am inclined to believe, in the history of this or any other country, where an attempt has been made to condemn or censure a public officer for an alleged error in the construction of a law, especially when acting in a judicial capacity, unaccompanied by any charge of fraud or other intentional wrong whatever. That court would be of little service whose judge could thus be made responsible, for every decision he might render, to the censure of a coördinate department of the government.

By the sixth section of the act of the 18th of August, 1856, the First Comptroller of the Treasury was "required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated 15th of February, 1853, and to adjust and award to them, according to the principles of law, equity, and justice, the amount so found due." The matter, for some reason, was not taken up until the 11th of March, 1857, upon which day the Comptroller addressed a letter to Postmaster General Brown, who had just succeeded Mr. Campbell in office, advising him that he "intended to commence the examination of the case," and that "any proofs offered by the department would be examined with the care due to their merits." Differences of opinion arising, however, in regard to the meaning and proper construction of the law referring the matter to this office, and the duty of the Comptroller in the premises, the following questions were drawn up and submitted to the Attorney General of the United States for determination and settlement:

"1. Whether there was a contract, valid and binding in law, between the claimants and the Post Office Department?

"2. Whether that contract, if valid, has been abrogated by any act of the Postmaster General?

"3. Whether, although it may not have been abrogated in fact, yet is the Postmaster General or the Comptroller compelled so to regard it under the sixth section of the act of 18th of August, 1856?"

The Attorney General, whose opinions have always been regarded as binding and conclusive upon the accounting and other subordinate officers of the government, decided each of the aforesaid points, as follows:

1. That there was a contract entered into between the Post Office Department and Messrs. Carmick & Ramsey, for carrying the mail from Vera Cruz to San Francisco, by the Acapulco route, but that the same was not to take effect, or be considered in force, until approved by Congress and the necessary appropriation made therefor, neither of which conditions was ever fulfilled.

2. That said contract never was abrogated by any act of omission or of commission upon the part of the Postmaster General, or any other officer of the government.

3. That it is the imperative and unavoidable duty of the Comptroller, under the law aforesaid, to extend his inquiries back, and to investigate and determine the facts aforesaid, before proceeding to the consideration of damages. Upon this point, he says:

"But on the 18th of August, 1856, Congress passed a law requiring the Comptroller of the Treasury to adjust the damages due to Carmick & Ramsey, on account of the abrogation of this same contract, and award them, according to law, equity, and justice, what he should find to be due. Does this compel the Postmaster General and the Comptroller to ignore the truth, and shut their eyes upon the fact that the contract never was abrogated at all? Undoubtedly Congress may order the money in the Treasury to be paid to a person who has no claim upon the government, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof might be that the law was unadvised and wrong. A recital in such a law that the sum to be paid was intended as compensation for damages which never occurred, would not take away the right of the party to receive what was given. The legislative will, expressed in the constitutional form, is enough, without more, to avouch a legislative act. But here is a law which does not give to the claimants any specified sum of money. The amount which they may lawfully demand is to be ascertained by the Comptroller. To enable him to do this, a standard, or rule, is furnished to him, and upon that he must base his calculation. He shall allow them the damages due to them *on account* of the abrogation of the contract. *He violates his duty* if he allows them what is not due on that particular account. In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct consequence of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never occasioned any damage, and, of course, it follows that they have no claim under this law. This view of the subject is made still plainer by reference to another clause, which declares that the Comptroller shall award and adjudge to the claimants the amount found due according to law, equity, and justice. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to the rules of law and equity. In court they would have no case, for no judicial tribunal would give a party damages for a wrong that was never inflicted. The duty of the Comptroller is very plain. He cannot know what damages are due on account of the abrogation of the contract, without inquiring when, how, in what manner, and to what extent it was abrogated. If this inquiry shall lead him to the conclusion that the contract never was abrogated at all, he will have reached the limits of his power, for he is not authorized to award them compensation for a loss they may have suffered in any other way."

Without *intending to assume* jurisdiction of the case, the Secretary

of the Treasury transmitted this opinion to the Comptroller with unmistakable evidence of his concurrence in the same, and thereupon the Postmaster General, regarding the matter as disposed of, informed the latter, as well as the Secretary of the Treasury, that he would not "become a party to any investigation having for its object the adjustment of any damages in the matter," and would consequently offer no proofs on the part of the United States as suggested.

In view of this opinion, the concurrence of the Secretary of the Treasury therein, and of the action of the Postmaster General, as aforesaid, I addressed a letter to Messrs. Carmick & Ramsey, advising them of the necessity, if they continued to persist in the further prosecution of the claim, of going back to Congress and procuring from that body a more definite expression of their wishes in regard to the matter. This suggestion, which was repeated and urged upon their consideration more than once does not agree very well with the charge now made that I sought to "defeat the clearly expressed will of Congress." On the contrary, my course in this was in exact accordance with the views and recommendations of my predecessor, Mr. Whittlesey, as will be seen from his report, notwithstanding the allegation in the preamble that I had set his "decision at defiance." They insisted, however, upon their right to the views and final determination of the Comptroller, as the matter then stood, and after a full and careful examination of the case, and of all the arguments and papers submitted therewith, I delivered and caused to be recorded the decision which, with the opinion of the Attorney General and certain letters of the Secretary of the Treasury, is herewith inclosed, and the substance of which is "that I find nothing due from the United States to Messrs. Carmick & Ramsey under the contract aforesaid."

No other decision, it will readily be admitted, could have been made without regarding the law as absolute and mandatory in its character, and thereby overruling the Attorney General, whose duty it was made to construe the same, which never would have been tolerated for one moment in a case that is so utterly and entirely destitute of any merit in itself, as this one is, whatever might have been my own views in relation to the question.

In answer to a resolution adopted by the House of Representatives upon the suggestion of the claimants themselves, on the 23d day of December, 1858, requesting to know "what action, if any, had been taken" in the matter, the President of the United States transmitted a copy of the said decision, together with all the papers in the case, to that body. It was thereupon referred to the standing Committee on the Judiciary, who, after a careful review, and a protracted and thorough examination of the whole matter, sustained, as I understand, the action of the Comptroller in every particular. A letter from Judge Chapman, the member of the committee who was in charge of the matter, is also inclosed.

It will therefore be seen that if I did err, as is charged, or rather seems to have been taken for granted in the said resolutions, in my construction of the said law, or arrive, from whatever cause, at illogical or wrong conclusions in relation to the merits of the case, there is a remarkable coincidence of opinion with myself upon the subject,

among all those who have examined the same, and that if I am visited with the displeasure of the Senate as has been, I trust, rather thoughtlessly invoked, I will at least have the consolation of knowing that I am not without company, and that, too, of the most respectable character.

Having arrived at the conclusion that the contract "never was abrogated at all," I considered my authority, under the opinion of the Attorney General aforesaid, at an end, and made but little reference to the merits of the claim in any other respect. But as the matter is again up, I desire to call your attention, and that of Congress generally, to a very brief history of the case, with the view of showing that even if I had "assumed the prerogative" to use the language contained in the preamble aforesaid, of overruling the law department of the government, and of disregarding the views of the head of my own immediate department, the result would probably have been the same.

A number of capitalists in the city and State of New York having conceived the design of establishing a general transportation line from New Orleans to San Francisco, *via* Vera Cruz and Acapulco, and thereby shorten the time and distance between those two great commercial points, obtained, through their agent, Mr. Ramsey, now one of the claimants in question, from the government of Mexico, or the governments of certain of the States thereof, sundry grants, privileges, and franchises, in respect to the navigation of the river Mescala, the construction of roads, and the transportation of passengers, freight, mails, &c., in said republic, for the purpose of carrying that design into effect. So great was the confidence of the company in the proposed route, that they actually estimated their profits from the transportation of passengers and freight alone at the enormous sum of $31,705 33 per month, after the payment of all expenses, and without any reference to the mails of the United States whatever.

These persons, so acting in the first instance as a private association, were, in the month of January, 1853, incorporated into a company, under the name of the "Mexican Ocean Mail and Inland Company," pursuant to and for the purposes mentioned in an act of the State of New York entitled "An act for the incorporation of companies formed to navigate the ocean by steamers," passed April 12, 1852. As soon as organized by the election of officers, and the adoption of a seal, the company assumed the grants, privileges, and franchises aforesaid; and, having established their principal office for the transaction of business in the city of New York, entered upon the use, and immediately proceeded to make all the necessary arrangements for the development of the same. Mr. Carmick, the other claimant, who had been deputed to Washington for that purpose, succeeded in entering into a contract on the 15th of February, 1853, with the Postmaster General for the transportation of the United States mail upon the said line from New Orleans to Vera Cruz, Congress having authorized the same, by the required appropriation, and which contract took effect and was put into execution immediately after it was signed.

For the benefit and further development of the said route, and acting in the capacity of agents, as aforesaid, Messrs. Carmick & Ramsey, together, entered into a contract with the Postmaster General upon

the 3d day of March, 1853, being the last day of the administration which was then in power, for the transportation of a mail from Vera Cruz, *via* Acapulco, to San Francisco for a term or period which was to commence upon the occurrence or happening of a certain event. Congress never having authorized or made any appropriation for this service, the contract was made "for and during the term commencing from the time Congress shall ratify the same and ending four years from *that* date." To avoid all misunderstanding, however, it was further stipulated, and expressly agreed between the parties, that said contract was "to have no force or validity until it received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

These contracts having been procured at the instance and for the benefit of the Mexican Ocean Mail and Inland Company, and with a view to the development of the proposed line, were duly assigned by Carmick & Ramsey to that company, in pursuance of a previous understanding to that effect, the latter contract, upon which alone the present claim is founded, by instrument under seal, dated March 17, 1853, less than fifteen days after it was made. The assignment, so far as it is necessary to quote the same, is in the following words:

"And whereas, for the better and more perfect assurance and development of the same, (the general transportation line,) the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the 15th of February, 1853: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, for themselves, their heirs, executors, administrators, and assigns, respectively, doth each for himself, and not the one for the other, severally covenant and promise and agree, with the Mexican Ocean Mail and Inland Company, that they *have held*, and *do now hold*, and *will continue to hold*, the said contract, and any extension or renewal of it to and for the use of the Mexican Ocean Mail and Inland Company, and their successors and assigns, as and for their sole and exclusive property, together with all the issues and profits therefrom, or payments for the same; or any future increase of service under it; * * * and that the said contract shall be for the use, benefit, and profit of the said Mexican Ocean Mail and Inland Company, their successors and assigns; and that all and every payment or appropriation for or on account of said contract, for the enlargement of the service under it, or for any mail thereof, shall be held, received, and taken by them, for and on account of the said Mexican Ocean Mail and Inland Company, and shall be paid over to their order or appointment, or as they may, in writing, direct; and that they will do every necessary act or thing whereby this agreement may be, in good faith, fulfilled and executed by them, or either of them; and the said Mexican Ocean Mail and Inland Company doth covenant, promise, and agree, that the said Albert C. Ramsey and Edward H. Carmick shall be held free and harmless of, and from, all loss and damages by reason of the non-performance of any of the conditions of said contract by or on the part of those who

may be legally chargeable with the performance or the execution of the said contract."

On the same day—that is, on the 17th day of March, 1853, an article of agreement was entered into between the said company and Mr. Ramsey, one of the claimants, by which the latter was employed to take charge of the affairs of the company in Mexico, and to transport the said mails across that country, "according to the tenor, conditions, and liabilities of the said contracts," the inducement or preamble to which agreement is as follows:

"For that, whereas the said Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained, from the government of the republic of Mexico, or the government of certain of the States of the said republic, sundry grants, privileges, and franchises in respect to the navigation of the river Mescala, the construction of roads, and the transportation of the mails in said republic; which said grants, privileges, and franchises, were procured for and on behalf of sundry persons associated in the United States, now represented by the Mexican Ocean Mail and Inland Company; and whereas the said Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same; and whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured, from the United States government, a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the 15th day of February, 1853; and whereas the said Edward H. Carmick, in fulfillment of the same design of the better assurance and development of said grants, privileges, and franchises, has procured, in his *own name*, a contract, bearing date the 15th day of February, 1853, for the transportation of the United States mail from New Orleans to Vera Cruz; *and whereas both the aforesaid contracts have, in fact, been procured for the benefit of, and for the sole enjoyment and profit of the said Mexican Ocean Mail and Inland Company:* Now, therefore," &c.; and in which agreement it is expressly provided that "all such duties and performances shall be at the cost, charge, and expense of the said Mexican Ocean Mail and Inland Company."

The preliminary matters having been thus arranged, the said company proceeded to prepare the route for operations, and on the 15th of June of the same year, the president, Mr. Rankin, wrote to the Postmaster General as follows:

"The position that our company sustains to the government, as the *real parties*, by contract, to execute the mail contract with Messrs. Ramsey & Carmick, renders it proper that the Post Office Department should be advised of the state of forwardness, on the part of the contractors, to fulfill the contract. * * *We* (the company) have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions," &c.

It will thus be seen that the claimants, Carmick & Ramsey, not only transferred the contract, for the alleged abrogation of which they are *now seeking damages,* within a few days after it was made, but

that they have acknowledged, over and over again, under their own hands and seals, that it was taken in their names, merely as a matter of convenience, and that they never had any direct interest whatever in the same. But if there is anything more wanting than their own acknowledgments, to show the doubtful, if not groundless character of the demand in question, it may be found in certain proceedings which were instituted and had in the supreme court of New York, shortly after the passage of the law referring the subject to the Comptroller.

In the preparation and stocking of the route, the said company incurred a number of debts. Soon becoming insolvent, and finally abandoning the enterprise, suits were brought against a portion of the stockholders, who, by the provisions of the act of incorporation, were individually liable for an amount equal to their subscriptions, and judgments, in every instance, obtained.

The persons thus subjected to the payment of these liabilities, on hearing of the passage of the said law, and observing, with no little astonishment, that it was the "damages due Carmick & Ramsey" that were to be adjusted and paid, filed a bill in the court aforesaid, setting forth the said assignment and articles of agreement, and expressly alleging that, in pursuance thereof and of the original understanding upon the subject, the Mexican Ocean Mail and Inland Company "assumed the whole burden of the execution of the contract aforesaid, between the United States and the said Edward H. Carmick and Albert C. Ramsey, for the transportation of mails from Vera Cruz, in Mexico, and back;" that they "contracted for a large number of mules and horses, and purchased and transported to Mexico, coaches, wagons, and other rolling stock;" that they "contracted a large amount of indebtedness, the whole or greater part of which is owing and unpaid;" that "*no sum of money whatever was paid or expended by the said Carmick & Ramsey, or either of them, or by any person in their behalf, in relation to the said mail service, or in carrying out, or in attempting to fulfill, the terms of their said contract with the United States, as aforesaid;*" that "the damages so claimed by the said Carmick & Ramsey consist, in part, of the various sums of money expended and debts incurred *by the Mexican Ocean Mail and Inland Company*, in establishing the said mail route," &c.; and that the said "company, as between them and the said Carmick & Ramsey, are entitled to all the advantages and benefits to be derived from the said contract since the assignment thereof, as aforesaid, and to all damages which may have resulted by any breach of the same;" and upon the hearing of which bill, and the testimony then and there produced, the following order was made, and is understood and believed by this office to be still in full force.

"It appearing satisfactorily to the court by the affidavit of Charles A. Stetson, one of the plaintiffs, and Paschal W. Turney, one of the attorneys of the plaintiffs, that sufficient grounds for an order of injunction exist, now, on motion of Varnum and Turney, plaintiff's attorneys, it is ordered that the defendants, Edward H. Carmick and Albert C. Ramsey, do absolutely desist and refrain from collecting or receiving, assigning or transferring, any award which may be made by

the First Comptroller of the Treasury, pursuant to the provisions of the act of Congress passed August 18, 1856, for the damages due to them on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated 15th February, 1853, or any right or claim to any damages or benefits under the said contract; and from doing any act or thing to prejudice the rights of the Mexican Ocean Mail and Inland Company, or the creditors or stockholders of said corporation in any such award, or in such damages or benefits until the further order of this court. And, in case of disobedience of this order, the said defendants, Ramsey & Carmick, are to be liable to the punishment therefor prescribed by law."

I cannot discover that either the facts recited in the foregoing assignment and articles of agreement, or those alleged and set forth in the said bill, in relation to the ownership of the line, the real parties to the contract aforesaid, the capacity in which the claimants acted in the premises, or the exclusive liability of the said company for all the expenditures that were made, and losses sustained in connection therewith, have ever been denied or called in question by any one. On the contrary, and in apparent corroboration of their truth, it will be seen, upon an examination of the papers, that the account for expenditures filed with the Comptroller, and for which damages are claimed by Carmick & Ramsey, is mainly, if not *entirely*, made up of the moneys paid out and expenses incurred by the said company, in procuring from Mexico the grants and privileges aforesaid long anterior to the making of the said mail contract; in paying the salaries of their officers, and other corporate expenses; and in purchasing horses, mules, wagons, coaches, and such other articles and things as were deemed necessary for the accomplishment of their main design, that is to say, the establishment of a shorter route than then existed between the Atlantic and Pacific States, for the transportation of passengers and freight, without any reference whatever to the particular contract in question; and for which expenses, remaining unpaid, the very suits above referred to were instituted, and judgments obtained against the stockholders as aforesaid. Indeed, I have been unable to find that either Carmick or Ramsey ever laid out or expended a single dollar in the opening or stocking of the route, or in any enterprise, improvement, or other preparation that was ever made, or commenced to be made, for the transportation of mails thereon under the said contract; or that either of them is, or ever was, liable for any of the debts which were incurred for any of the said purposes. That the said debts were contracted by the company, in the management and carrying on of their own business, and for their own sole benefit and use, would seem to be sufficiently established by the recovery of the judgments aforesaid; nor is it anywhere shown that there was one dollar paid out or a single liability incurred, even by the *said company*, that would not necessarily have been paid out and incurred in the ordinary prosecution of their principal enterprise, even if the said contract for carrying the mail as aforesaid had never been made or thought of.

The route never was *opened* or fully prepared for the transportation

of either passengers, freight, or mails. The parties, therefore, were never in a condition to have fulfilled the contract, even if it had been perfected by the approval of Congress, and hence the reason that they never called for or demanded a mail, which they had solicited the privilege of carrying at their own expense, in advance of any action by Congress; and hence, also, the reason, I presume, that they have never to this day applied to Congress for the approval and consequent completion of the said contract.

If this should be found to be a correct history of the case, in what particular is the interest of Carmick & Ramsey greater than that of laborers generally in the contracts or business of their employers? Where their right to damages when they could neither be affected by the success or failure of the contract? For what could they be indemnified when they never expended or lost a dollar in connection with the whole enterprise? Suppose there was some improper interference or omission of duty on the part of the Postmaster General, and a consequent infraction of the contract, it is very clear that *they* received no injury, and the Comptroller was not required or authorized to "adjust the damages" of anybody else. Indeed, the single fact of having presented the liabilities and expenditures of *other persons*, laid out and incurred for *other purposes*, than the carrying of the said mail, as a foundation for damages sustained by and due to themselves, affords a pretty fair illustration, in my judgment, of the character of the claim generally.

I have, therefore, in view of the said preamble and resolutions, which, though offered at a time and under circumstances that certainly invited delay, have been suffered to repose upon the table of the Senate ever since, respectfully to ask that your honorable body will cause a full, thorough, and impartial investigation to be made of the whole matter; inquiring especially into the merits of the said claim, irrespective of the law referring it for adjustment, the meaning or interpretation of the said law, the correctness of the course, and final decision of the Comptroller, and whether there were any facts material to a proper understanding of the case suppressed or withheld from Congress. I have never in this, or any other official act of my life, committed an intentional wrong, and as the resolutions in question were designed, and if left unnoticed are in some measure calculated, to create an impression to the contrary, I claim that, as a public officer, I have a right to your early action upon the subject.

Indeed, I invite the most searching scrutiny into all my official acts, feeling proudly confident that they will receive, upon examination, the sanction of your unqualified approval, as they now do the approval of my own conscience. All which is respectfully submitted.

W. MEDILL,
Comptroller.

P. S. The Comptroller received a letter from the attorneys of Mr. Aspinwall, one of the stockholders, desiring, "without in any way waiving the claim of our (their) clients in the matter, as heretofore presented, to withdraw the papers" relating to the injunction. But

he had previously received a communication from Mr. Rankin, their president, stating that, "at the proper time, the Mexican Mail Company are prepared to show vouchers, &c., for their expenditures, *with the full powers from Ramsey & Carmick for receiving the appropriation.*"

No. 1.

POST OFFICE DEPARTMENT,
Washington, April 16, 1857.

SIR: The First Comptroller of the Treasury having given notice to this department of his intention to commence the examination of the case of Edward H. Carmick and Albert C. Ramsey for damages resulting from an alleged abrogation, by the Postmaster General, of their contract of February 15, 1853, for conveying the mails on the Vera Cruz, Acapulco, and San Francisco route, agreeably to the requirement of the sixth section of the act of August 18, 1856, I submitted the case to the Attorney General on the 28th ultimo, requesting his opinion on the legal questions involved.

I have the honor to transmit herewith, for your information, a copy of the opinion rendered by the Attorney General in this case, and to apprise you that I have informed the First Comptroller of the Treasury that, inasmuch as the case turns upon the simple question, whether the contract was abrogated by the Postmaster General, which has been answered by the Attorney General in the negative, I have decided not to become a party to any investigation having for its object the adjustment of any damages in the matter.

I am, very respectfully, your obedient servant,

AARON V. BROWN.

Hon. HOWELL COBB,
Secretary of the Treasury.

No. 2.

TREASURY DEPARTMENT, *April* 17, 1857.

SIR: I herewith inclose to you a copy of a communication which I have just received from the Postmaster General, with the accompanying opinion of the Attorney General, referred to in the letter of the Postmaster General.

It appears that the claim pending before you arises out of an alleged abrogation of a contract said to have been made with the Post Office Department. The opinion of the Attorney General has been requested by the Postmaster General upon the legal points involved in the case,

and that opinion is now referred to you, as I take it for granted that you will regard it as conclusive upon the questions considered and decided by the Attorney General.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

ELISHA WHITTLESEY,
First Comptroller.

No. 3.

TREASURY DEPARTMENT, *January* 12, 1858.

SIR: By the sixth section of an act approved August 18, 1856, it was provided "That the First Comptroller of the Treasury be, and is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation, by the Postmaster General, of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route," &c., &c., &c.

On the 17th April, 1857, at the instance of the Postmaster General, I communicated to your predecessor the written opinion of the Attorney General on some of the points involved in this claim. That opinion was given in response to the Postmaster General, under whose department the claim had arisen. In that communication I said "the opinion of the Attorney General has been requested by the Postmaster General upon the legal points involved in the case, and that opinion is now referred to you, as I take it for granted that you will regard it as conclusive upon the questions considered and decided by the Attorney General."

This communication has been construed into a positive instruction to the First Comptroller to conform his decision to the opinion of the Attorney General, and the language I employed goes far to authorize such a construction. My object was to express the strong conviction I entertained of the respect that should be paid to the opinion of the Attorney General by the First Comptroller. Entertaining that opinion still, I desire now to say to you that the act of Congress submits the question to the examination and decision of the First Comptroller of the Treasury, and I neither desire nor intend to assume jurisdiction of the case. I have passed, and shall pass no judgment upon it.

I am, very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

WILLIAM MEDILL, Esq.,
First Comptroller of the Treasury.

No. 4.

Opinion of the Attorney General and decision of the First Comptroller in the case of Carmick & Ramsey.

ATTORNEY GENERAL'S OFFICE, *April* 7, 1857.

SIR: Your letter relative to the claim of Edward H. Carmick and Albert C. Ramsey for damages under the act of Congress passed

August 18, 1856, and asking my opinion on certain questions therein propounded, has been duly received, and I have considered the case.

The claimants' counsel have handed in a written argument, in which I am urged not to answer your questions, on the ground that your department has no concern with the matter. If this were true in point of fact, I might lawfully send back your communication without a reply. But what right have I to believe it? I am sure you have business enough on your hands to give you abundant employment without volunteering to take charge of a claim whose adjustment lies outside of your sphere. I am bound to presume (and I do presume) that it does concern the business of your department to know what the law is on the points you have presented.

I would not have referred in this letter to the argument I have mentioned, except for the reason that it gives me an opportunity of stating the rule by which I shall always be governed, namely, never to decline answering a question put by the head of a department at the instance of a private party who desires me to be silent. Besides, it is obvious to me that your department is concerned with the business to which your interrogatories refer. The claim mentioned in your letter arises out of a contract for carrying the mails. If it be unjust, the rights of the government must be protected by somebody. It cannot be pretended that the Comptroller is to decide upon an *ex parte* hearing; and who should produce the evidence and make the defense, if not the Postmaster General? It was upon this view that the Comptroller gave you notice of his intention to proceed with the investigation. What defense you shall make, or whether you shall make any, depends upon the construction of the law you inquire about.

It seems that Messrs. Carmick & Ramsey, on the 15th of February, 1853, made a contract with the Postmaster General for carrying the mail from Vera Cruz to San Francisco, by way of Acapulco, at the sum of $424,000 per annum, for four years, "commencing *from the time that Congress shall ratify this contract.*" This contract further stipulates that it is "to have no force or validity until it shall have received the sanction of Congress by the passage of an appropriation to carry it into effect." Congress has never, down to the present time, made any such appropriation. It does not appear that the contractors carried the mails under this contract, or incurred any expense in preparing to do so. But it is not material whether they did or not, since they were distinctly warned that the government would not be liable until the sanction of Congress should be given, and they themselves admitted that they so understood their rights and obligations. Your immediate predecessor, Mr. Campbell, did not approve of the contract. He so stated in his report and in his correspondence with the contractors; but he never declared that he had any intention not to carry it out if Congress would ratify it by an appropriation.

1. Your first question is, whether the contract was valid and binding? I answer this in the affirmative. The law authorizes the Postmaster General to make contracts for carrying the mails from one part of the United States to another, through a foreign country. The prere*quisities of advertising, &c.*, seem to have been observed, and

see no reason for declaring this contract void. But it is binding in all its parts. The contractors must take it with all its imperfections on its head, and subject to all the conditions expressed in it. One of its terms is, that until Congress should approve it the contractors could not be called on for any service, nor the government be required to make any payment under it. This part of the contract is as binding as any other, and neither party has a right to disregard it. It certainly does not bind the Post Office Department to regard Carmick & Ramsey as having a right to carry the mails from Vera Cruz to San Francisco by the Acapulco route, and to be paid for doing so by the United States. My reason for saying this is not because the contract is void, but for the directly opposite reason; because it is valid, and because it is expressly agreed that no such effect shall be given to it except upon the occurrence of an event which never happened.

2. Was the contract abrogated by the Postmaster General? Certainly not. There is no act of that officer which can possibly be so construed. He did not bind himself and his successors to recommend the ratification of the contract by Congress. It was his duty to express his honest conviction in his report, and it would have been gross misbehavior to conceal it. Nor was there anything inconsistent with the agreement in warning the other parties that they must proceed on their own responsibility, nor in the instructions to the postmasters at New Orleans and San Francisco to let them have no mails without further order from the department. All this was but carrying out the contract, and acting upon it, according to the stipulations which both parties had put into it with their own free will. The government was to incur no responsibility and to be holden for no expense; the contractors were to exercise no rights as such, and to claim no payment until Congress would make an appropriation.

The Postmaster General claimed nothing for the government beyond what he bargained for. He warned the contractors against making any effort to bind upon the back of the government a burden which it was expressly agreed that no hand except that of Congress should presume to fasten there. He stood upon the very terms of the contract; and only asked of the other parties that they, too, would observe them with equal good faith. He did not change the schedule of other routes in connection, nor order the postmasters to let Carmick & Ramsey have the mails. It was not his duty to do so; for, as those persons had no contract which compelled them to carry a mail, it would have been wrong to let them have it in their charge. Upon the whole, I am very clear in the opinion that the contract in question never was abrogated, annulled, rescinded, or violated by the Postmaster General, in letter or spirit.

3. But on the 18th of August, 1856, Congress passed a law requiring the Comptroller of the Treasury to adjust the damages to Carmick & Ramsey on account of the abrogation of this same contract, and award them, according to law, equity, and justice, what he should find to be due. Does this compel you and the Comptroller to ignore the truth, and shut your eyes upon the fact that the contract never was abrogated at all? Undoubtedly, Congress may order the money in the treasury to be paid to a person who has no claim upon the gov-

ernment, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof might be that the law was unadvised and wrong. A recital in such a law that the sum to be paid was intended as compensation for damages which never occurred would not take away the right of the party to receive what was given. The legislative will, expressed in the constitutional form, is enough, without more, to avouch a legislative act. But here is a law which does not give to the claimants any specified sum of money. The amount which they may lawfully demand is to be ascertained by the Comptroller. To enable him to do this, a standard or rule is furnished to him, and upon that he must base his calculation. He shall allow them the damages due to them on account of the abrogation of their contract. He violates his duty if he allows them what is not due on that particular account. In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct consequence of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never occasioned any damage; and, of course, it follows that they have no claim under this law. This view of the subject is made still plainer by reference to another clause, which declares that the Comptroller shall award and adjudge to the claimants the amount found due *according to law, equity, and justice.* The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to the rules of law and equity. In court they would have no case; for no judicial tribunal would give a party damages for a wrong that was never inflicted.

The duty of the Comptroller is very plain. He cannot know what damages are due on account of the abrogation of the contract, without inquiring when, how, in what manner, and to what extent, it was abrogated. If this inquiry shall lead him to the conclusion that the contract never was abrogated at all, he will have reached the limits of his power; for he is not authorized to award them compensation for a loss they may have suffered in any other way.

Very respectfully, yours, &c.,

J. S. BLACK.

Hon. A. V. BROWN,
Postmaster General.

Decision in the Carmick & Ramsey case.

TREASURY DEPARTMENT,
Comptroller's Office, August 11, 1858.

In the matter of the claim of Carmick & Ramsey for damages on account of the alleged abrogation of a contract.

The act making appropriations for the service of the Post Office Department, approved August 18, 1856, contains the following provision:

"SECTION 6. *And be it further enacted*, That the First Comptroller

of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation, by the Postmaster General, of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th of February, 1853; to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey, out of any money in the treasury not otherwise appropriated."

The substance of the contract above referred to is as follows:

That Carmick & Ramsey should transport the United States mail from Vera Cruz, *via* Acapulco, to San Francisco, and back, twice a month, according to a schedule furnished at the time, in thirteen days each way, thus extending the New Orleans and Vera Cruz line through Mexico, and making one through line between New Orleans and San Francisco in sixteen days, for the sum of $424,000 per year, for and during the term *commencing from the time Congress should ratify the contract, and ending four years from that date.*

The contract closed with this additional and emphatic stipulation: "And it is hereby further expressly understood that this contract is to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

It is proper also to state that, by certain subsequent contracts entered into between Messrs. Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, the latter company became the parties *in fact* to execute the contract aforesaid, as appears from their letters to the Postmaster General of June 15 and November 23, 1853. In the first of said letters they say that they "are the real parties by contract to execute the contract with Carmick & Ramsey;" and in the second, that "by the 5th section of the law of 1848 it is illegal for contractors to assign their contract; and although aware that the department is not bound to recognize any but the contractors, yet *frankness enforces* the propriety of saying, that by specific covenants, this company have agreed with Messrs. Ramsey & Carmick to fulfill all the conditions of the contract on their part, to be kept and performed, in relation to land service between Vera Cruz and Acapulco."

By reference, also, to the above letter of June 15, 1853, it will be seen that, at that time, this company were, as stated by them, making arrangements to execute the contract. "We," they remark, "have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions," &c.

The contract between the Postmaster General and Messrs. Carmick & Ramsey contains a provision also that "the Postmaster General may annul the contract for assigning the same without his consent."

On the 7th day of March, 1853, Mr. Hubbard, a few hours before retiring from the office of Postmaster General, authorized the postmasters at New Orleans, San Francisco, Monterey, and San Diego, to send a mail by the Vera Cruz and Acapulco line, containing letters or papers expressly directed to go by that line, when said communication should be open and the contractors prepared to carry the same, "with

the *express* understanding that neither the department nor the government is to be in any way holden for any expenses attending such service; but, as provided in the contract, it is left for Congress to determine whether the contract is to be sanctioned by an appropriation to carry it into effect; the pay, if any, for said service commencing only in accordance with the terms of the contract."

On the 15th of June, 1853, the president of the Mexican Ocean Mail and Inland Company advised Mr. Campbell, who had in the meantime succeeded Mr. Hubbard as Postmaster General, that said company, as the *real* parties to execute the contract in question, were preparing to do so with all possible dispatch; that by "the 10th of August the mules and horses would be down from Coahuila, and that they then expected to make the transit across."

In reply, Mr. Postmaster General Campbell, on the 9th of July, 1853, addressed a letter to Mr. Rankin, president as aforesaid, in which he stated that he felt it to be his duty, after due deliberation, to inform him that the conditional contract entered into between his predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails on the Vera Cruz and Acapulco line, did not meet with his approbation; that he considered the route impracticable for mail purposes, and inasmuch as the large sum of $731,868 was already drawn yearly from the treasury for contracts between the Atlantic and Pacific, he deemed it both inexpedient and unjust to other sections of the country to expend a still further sum of $424,000 per year for the same service; and moreover, that he disapproved of the principle upon which this contract was founded, which, although it established no legal claim to compensation, yet the contractors might go on and incur expense in the expectation that they would be paid, and Congress, more from private sympathy than public policy and justice, be at length induced to yield to a measure to which its prior sanction never could have been obtained.

On the 23d of September, 1853, Postmaster General Campbell directed the postmasters at New Orleans, San Diego, Monterey and San Francisco, to report to the department for further instructions, should the proprietors of the Vera Cruz, Acapulco, and San Francisco line apply for mails to take over their route, under the conditional order of his predecessor, dated March 7, 1853, before delivering the same, "to enable the department," as he subsequently states in his letter of January 31, 1855, to the Speaker of the House of Representatives, "to be fully satisfied that all mails forwarded by that route were committed to the care and custody of proper persons, and would be safely transmitted through Mexico." It is not shown, however, that any mails were ever called for, or that any letters or papers were ever expressly directed to go by that line.

The Mexican Ocean Mail and Inland Company, uniting with one Charles Morgan, addressed a letter, bearing date October 26, 1853, to the Postmaster General, asking for a change of schedule between New Orleans and Vera Cruz, so as to enable them to connect with the steamers of the Pacific Mail Steamship Company on the Pacific side, *via* the Vera Cruz and Acapulco route. This the Postmaster General, in his reply of November 3, 1853, declined to do, as the contract in

relation to the Vera Cruz and Acapulco line had not been approved by Congress, as was necessary, before it could go into effect; and even if it should be approved, he could sanction no change that would dispense with the additional semi-monthly mail, which was clearly contemplated by his predecessor on first entering into the same.

On the 12th of November, 1853, Mr. E. H. Carmick again applied to the Postmaster General for an order permitting him, as one of the contractors, to carry a mail over this route, leaving it optional with persons to send by this way, or to designate the same on the letter, and, in giving such order, wished the Postmaster General "particularly to state that the department will, in no way, be bound for any future remuneration for the service."

Mr. Rankin, on the 23d of November, 1853, as president of the Mexican Ocean Mail and Inland Company, addressed a communication to the Postmaster General, setting forth that the said company were the *real* parties to execute the contract, urging the importance of the route, furnishing letters and other information concerning it, and asking him to recommend to Congress the propriety of approving the contract.

On the 28*th of November*, 1854, Messrs. Ramsey & Carmick wrote to the Postmaster General, calling his attention to their contract with the department, and stating that they had provided steamers for the service on the Pacific ocean, collected horses, mules, stages, and other materials for the overland conveyance; incurred expenses amounting to $98,000, of which $56,000 had been paid, and that they intended to have commenced running the line in December, but the department having, in its annual report, expressed its disapprobation of the enterprise on the ground of the impolicy of conditional contracts, they ceased operations, and consequently sustained serious damages from the department. To this letter the Postmaster General responded, December 30, 1854, that the conditional contract for service between San Francisco and Vera Cruz, to which they referred, was executed on the 3d of March, 1853, just before he came into office; that his attention was called to the subject by Mr. Rankin's letter of the 15th June, 1853; that in his reply thereto, of the 9th of July following, he gave his views at length in regard to the said contract; and that if any money was expended by them after that time, it was done with a full knowledge of his views.

The foregoing facts contain a general outline of the history of this case down to the passage of the act above quoted, referring the subject to this office. It is scarcely necessary to add that Congress has never sanctioned the contract by passing the necessary appropriation, or otherwise.

On being called upon by this office for a statement of the nature and amount of the damages claimed by them, Messrs. Carmick & Ramsey, on the 13th of November, 1856, submitted the following:

"We claim, as we are advised we may claim, lawfully, equitably, and justly, our contract price for the term of the contract, subject only to such abatement or deduction as may be shown, the burden of proof of such abatement, if any, resting on the government. We need not

here recite the consideration agreed upon, as that is already of record in your office.

"Otherwise, we claim, as we are advised we may claim, lawfully, equitably, and justly, the full value of our contract, what it would have been worth to us had we been permitted to give effect to it according to its intent.

"The papers herewith submitted exhibit a fair view of the proportions of our claim. We also claim the amount of the account of outlays and expenses in Mexico, as given by Mr. Marsh.

"EDWARD H. CARMICK,
"ALBERT C. RAMSEY."

The papers accompanying the above statement and demand are a *pro forma* account of estimated receipts and expenditures for their line under the contract, showing that they expected, by receipts from passengers and freights alone, to pay all of the expenses of the route, and clear in that way, per month, $31,705 33, and thus making all that would be received under the contract clear profit. Also, an account of expenses incurred in Mexico, amounting to $113,117 54. The demand of the claimants may therefore be formally stated thus:

Compensation for four years, at $424,000 per year.....	$1,696,000 00
Expenses incurred, &c.....	113,117 54
Entire damages claimed.....	1,809,117 54

It is contended by the claimants that the investigation of the principal facts in the case by this office is precluded by the act in question, they having been expressly determined by the words of the law itself. It is accordingly claimed that Congress, on the passage of the section heretofore quoted, has declared—

1st. That a contract was entered into March 3, 1853, with Carmick & Ramsey to carry the mail on the Vera Cruz, Acapulco, and San Francisco route.

2d. That said contract was abrogated by the Postmaster General.

3d. That damages are due Carmick & Ramsey on account of said abrogation.

4th. That the First Comptroller of the Treasury is required to adjust said damages, and to adjudge and award to Carmick & Ramsey, according to principles of law, justice, and equity, the amount he shall so find due.

I do not understand that the preamble or recital in an act is of greater force than the enacting clause. Indeed, although the preamble usually contains the motives and inducements to the passage of the statute, it has been held by the courts to be no part of it. A false recital will not invalidate the enacting clause, an irrelevant one cannot divert the object of the law; and where the words of the enacting clause are plain and intelligible, they can receive no construction or interpretation from *the recital* or preamble different from their natural and *obvious meaning.*

It certainly has never been considered by the courts that a false recital of the facts in a statute was conclusive as to those facts. If such were the case, a legal and constitutional enactment might be rendered wholly inoperative or void by its being made subject to the false recital.

If the theory be correct that the declarations of Congress, or other legislative body, contained in the preamble or recital in a statute, are conclusive as to the facts stated, it is evident that Congress has the power to make all of its enactments, especially in private and special bills, constitutional and valid.

This is so evident as scarcely to need illustration. Take any case of doubtful constitutional power: Congress, for instance, wishes to establish a national bank, and recites in the preamble of the act that, for the purposes of borrowing money, collecting the revenue, and paying the debts of the government, it is absolutely necessary that a bank be incorporated, and that these objects can be accomplished in no other way. *If such be the fact*, the constitutional power to incorporate the bank is beyond question; and if the recital of Congress be conclusive, there can be no inquiry as to the existence of that power.

Or, say Congress desires to confiscate or condemn to public use my property: to avoid the constitutional requirement that compensation shall be paid me *before* appropriating the same, it is only necessary that the act of appropriation recite that the property belongs to the government, or that it is worthless and of no value. If such recital be conclusive, the Constitution is no protection to me, and I am entirely without redress.

Let us test the correctness of this position by supposing, in the present case, the facts to be reversed in the recital in this act. If Congress, after having examined the claim of Carmick & Ramsey, a committee having made an adverse report thereon, had passed an act reciting that they never had any contract with the government, but nevertheless directing the proper accounting officers to adjust their claim and award them the damages that might be found due to them, according to the principles of law, justice, and equity, I do not doubt but that they would now be urging the propriety on the part of that officer of a full and thorough investigation of all the facts, and as strenuously denouncing the idea of his being precluded from so doing by any recital in the statute, as contrary to every principle of law, justice, and equity; and if it should appear that a contract had been entered into, which had been wantonly, illegally, and unjustly violated by the department, they would certainly insist that they were entitled to whatever damages they sustained, notwithstanding the recital.

It is not denied that Congress has full constitutional power to order the public money to be either paid away or given away at its pleasure; but its will so to do must be expressed in proper form. Nor will a bad reason or false object invalidate the gift, any further than the rule holds good that where the reason of the law ceases the law itself ceases.

Thus, Congress might enact a law reciting that, whereas I had a contract with the government which had been violated, I should be considered as injured to that amount, and paid the sum of $10,000, the

fact being that I never had had such a contract at all. Yet it was the will of Congress that I should have the $10,000, if so ordered, and the law gave the officers authority to pay me the money, notwithstanding the law gave a reason which did not exist for paying the same.

But it would have been widely different if Congress had recited that I had had the contract, and that it had been violated, and therefore the accounting officers should adjust the damages due me by reason of such violation, and award me the amount so found due according to law, justice, and equity. In such case there could be nothing paid, for there would be neither contract nor violation of contract on which to predicate an award.

I cannot better apply this distinction than by quoting from the opinion of the present Attorney General of the United States, to whom this whole case, as well as the construction which should be placed upon the law in question, has been submitted:

"Undoubtedly," says that gentleman, "Congress may order the money in the treasury to be paid to a person who has no claim upon the government, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof that the law was unadvised and wrong. A recital in such a law that the sum was intended as a compensation for damages which never accrued would not take away the right of the party to receive what was given. The legislative will, expressed in a constitutional form, is enough, without more, to avouch a legislative act. But *here* is a law which does not give to the claimants any *specific sum of money*. The amount which they may lawfully demand is to be *ascertained* by the Comptroller. To enable him to do this, a standard or rule is furnished to him, and upon that he must base his calculations. He shall allow them the damages due to them on *account* of the abrogation of their contract. *He violates his duty if he allows them what is not due on that particular account.*

"In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct *consequence* of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never *occasioned* any damages, and, of course, it follows that they have no claim under this law.

"This view of the law is made still plainer by reference to another clause which declares that the Comptroller shall award and adjudge to the claimants the amount found due according to law, justice, and equity. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to law and equity."

These views are also applicable, and, it seems to me, should be considered conclusive, as to the position assumed by the claimants that the Comptroller is to be governed in the adjustment of their claim both as to the principle of the adjustment and the facts by the reports made by the committees of Congress rather than by the law itself. I know of no principle of law which would authorize me to consult the reports of the committees for any other purpose than to ascertain the inten'

of Congress in enacting the law, or the meaning thereof, if that intent be *doubtful* or the meaning *obscure*.

Where the words of the statute have a plain and obvious meaning, and the intent of Congress can be gathered therefrom, there is no necessity to refer to the history of the enactment, its title, or preamble, for an interpretation. Nay more: if the report of a committee upon which the act may have been founded, and even the title and preamble of the act should show a different intention from that expressed in the plain words of the law, the latter of course governs, even though it may defeat the intention of Congress itself. In the case of Aldridge *vs.* Williams (3d Howard's Rep., page 24) the Supreme Court of the United States have very clearly set forth the proper rule of construction, as follows:

"The judgment of the court cannot in any degree be influenced *by the construction placed upon the act by individual members of Congress in the debate* which took place on its passage, nor by the motives or reasons assigned by them for supporting or opposing amendments that were offered. *The law, as it is passed, is the will of the majority of both houses, and the only mode in which that will is spoken is in the act itself, and we must gather the intention from the language there used.*"

Independent of the high authority of this decision, it is but the reiterated expression of well-settled principles; and, on either account, a far better exposition of the law than the novel opinion of Attorney General Wirt, quoted by the claimants, that "the accounting officers have the right to adopt (generally, or in all cases,) the report of a committee of Congress, upon which a given law was reported and passed, for the principles which are to govern in the settlement of accounts under the law, and that the passage of a bill accompanying a written report may be considered as the adoption of that report."

That Mr. Wirt intended this opinion to apply only to the case *before* him, and not as a general principle of law, is evident; for, but a short time before, in an elaborate and most carefully prepared opinion upon the question of allowing fees to imprisoned witnesses, he uses the following language: (The italics are his own.)

"It is true that, *where the words of the statute are obscure or doubtful*, we may resort to the intentions of the legislature in order to find the meaning of the words. '*Where the words of a statute are doubtful and uncertain*,' says Lord Chief Justice Willis, 'it is proper to imagine what was the intent of the legislature, but it is very dangerous for judges to branch out too far in searching into the intent of the legislature where they have expressed themselves in plain and clear words.'

"So that it is only where the words of the statute are doubtful and uncertain that recourse can be had, safely or properly, to the intention of the legislature to expound the words. Besides, how are we to come at the meaning of the legislature but through their words? And with what propriety can we go into a conjectural speculation as to their meaning when they have told us explicitly what they do mean? 'Where a law is plain and unambiguous,' says the Supreme Court, (in United States *vs.* Fisher, 2 Cranch, 399,) 'whether it be expressed in general or limited terms, the legislature should be intended to

mean what they have clearly expressed, and no room is left for construction.' ''—(Opinions of Attorneys General, edition 1850, p. 281.)

I do not discover anything obscure or doubtful in the language of this law. I think that the duty of the Comptroller is plainly pointed out, and that the principle which is to govern him in the investigation of the case is clearly set forth in the act in perspicuous and unmistakable language; and, therefore, I do not deem it necessary to consult either the report which was submitted to the Senate, or the individual views and opinions of the members of Congress, whether given in debate, or otherwise, in order to determine what the law *means*, or what my duty is under the same. If it has failed to accomplish the object of Congress, or in any way fallen short of the purpose which it was intended to subserve, it is no fault of mine. I have no power to add to or amend it by construction, where its language is so plain as to admit of no construction.

I find a law upon the statute book which requires me, as First Comptroller of the Treasury, to "adjust," that is, settle and determine, the damages *due* Carmick & Ramsey on *account* of the abrogation by the Postmaster General of their contract, and "to adjudge and award," that is, judicially decide and decree, to them, according to the principles of law, justice, and equity, the amount so found due.

I cannot discover that the powers conferred upon the Comptroller are different from those which would have belonged to a court of justice, if this had been an act to authorize Carmick & Ramsey to prosecute a suit against the government. Had the act been that Carmick & Ramsey were thereby authorized to bring a suit against the United States, in the circuit court of the District of Columbia, for damages due them by reason of the abrogation of their mail contract, with full power in the court to adjudge and award them, according to law, justice, and equity, the amount found due, the court would have had neither more nor less power in the premises than is conferred upon the First Comptroller.

But even if it were allowable and proper to look into the history of this law, and to consult the action of Congress in both houses in relation to its introduction and passage, I am at a loss to see in what particular the claimants would be benefited thereby. The result would certainly prove unfavorable to the position assumed by them, that it was the intention of that body to preclude any investigations by the Comptroller into the existence and accuracy of the facts therein referred to.

The report of the committee was submitted on the 14th of August, 1856. The section or law in question was moved as an amendment to the Post Office appropriation bill on the 16th of the same month, and agreed to in both houses *on the same day*, and on the 18th Congress adjourned. The last few days of a session afford, as all know, a very inadequate opportunity for the investigation of facts, even where the reports have been printed and duly distributed, which could hardly have been done in so short a time; and hence the wisdom and propriety in the present case of referring the *whole* controversy to the department.

That *the impression was* sought to be created by the friends of the

claim, and prevailed during the pendency of the amendment in both the Senate and House; that the *whole subject*, as well the question of an abrogation of the contract as that of the measure of damages, was thereby referred to the Comptroller, is clearly shown by the debates which took place on the occasion.

Mr Yulee said: "In my opinion not one dollar is owing by the government to these parties. A conditional contract only was made, not to go into effect or have any operation until approved by Congress. It never has been so approved, and I do not think anything has occurred, on the part of any officer of the government, which justly involves the treasury in any responsibility for damages to these parties."

Mr. Bayard said: "I know nothing of the merits of the claim, and do not mean to pass any judgment on it, but I think we are going much further than we have gone yet, when, on a report made upon the 14th instant, two days ago, we are asked to pass, in an appropriation bill, a measure which is condemnatory of a high executive officer of the government. I do not think that when we have *no opportunity for examination* that that should be done.

"Those gentlemen who have examined the case may be perfectly familiar with it, but there are facts here *unknown to me*."

Mr. Hunter said: "Here is a contested claim which it is manifest would require a very long debate in order to ascertain its merits. It is well known that we have *no time* to enter into the subject. It is known we *cannot* do it. The friends of such measures as this have only to wait until the heel of the session, place them on an appropriation bill, and make so many speeches that there is no time for any one who cares for the safety of the bill to attack them. Thus they are sure to pass."

Mr. Slidell said: "It appears to me that two facts are assumed in this amendment—of one of which we have no evidence at all, and the other is in direct conflict with the record.

"The amendment assumes, in the first place, that damages are due to Carmick & Ramsey. That is a doubtful question. I doubt very much whether any damages have been incurred. The second fact, I think, is in direct conflict with the record. The amendment speaks of a contract which has been abrogated by the Postmaster General. The Postmaster General has no right to abrogate a contract. *He has not attempted to do so.* One Postmaster General made a provisional contract with these gentlemen for the transportation of the mail.

"I doubt very much whether any Postmaster General has the right to enter into provisional contracts of that kind; but admitting the right, the contract was subordinate expressly by its very terms to the sanction of Congress. That sanction has never been given. The contract never actually existed—it never took effect."

In reply to these and other objections to the passage of the law, Mr. *Durkee*, who not only submitted the report, but moved the amendment in question, said:

"The amendment proposes to authorize the Comptroller of the Treasury to *examine fully into the nature and extent of this claim, and to settle it upon principles of law and equity.* Since that officer has

won the confidence of the government and people, and that deservedly, I hope the amendment will be adopted."

Mr. Houston, who likewise favored the amendment, said: "I think that when, by *this amendment*, the subject shall be referred to an intelligent and competent officer, to *ascertain whether they have sustained injury, and whether it is right to make reparation for that injury*, it is a sufficient check against any *imposition* on the government. It is placing it in the hands of one competent to render justice."

Such was the construction given to the amendment by its *author* and *friends* at the time of its pendency in the Senate. In the House of Representatives there was no debate on the subject. The amendment, with others, was rejected, and again restored through a committee of conference.

Mr. *Billinghurst*, from the committee, the same gentleman who submitted a further report in this matter at the late session of the present Congress, said:

"The report of the committee is, that the House recede from its disagreement to this amendment. *The matter is referred to the proper department to be adjudged on principles of justice and equity.* * * * The section which I have read refers *the subject to the decision of the proper department* on principles of law, equity, and justice; and the committee recommend that the House recede from its disagreement, which I think ought to be done."

As the remarks of Mr. Billinghurst seem to have conveyed to the House all of the information it possessed upon the subject, that body must certainly have acted upon the supposition that they were referring the *whole controversy* to the Comptroller.

I do not perceive, therefore, that in going behind the law to consult the history of its passage as a guide to its meaning and object, that the position, as aforesaid, of the claimants would be materially aided by the investigation. With the view, then, of carrying out the requirements of the law, I am to inquire what was the contract between Messrs. Carmick & Ramsey and the Postmaster General; whether abrogated by the latter party; and if so, what injury resulted to the contractors thereby? I am confined in my inquiries to the contract, and the results arising out of the same. If Messrs. Carmick & Ramsey have equitable claims for relief *dehors* the contract—if wrong and injury have been done them by any action of the government in matters not strictly within the terms of the contract—it is very plain that the Comptroller is powerless to relieve them. A private sympathy or sense of injustice done them, in such case, should be kept entirely out of view while in the discharge of the single duty imposed by the law of examining into and determining their legal and equitable rights under the contract.

The substance of the contract, and the facts growing out of and connected therewith, have already been stated; but it is proper that I should set forth more fully the several obligations incurred by the government by virtue of the contract, in order that I may discover wherein it may have been violated by the Postmaster General. The preamble of the contract recites, that whereas Albert C. Ramsey and Edward H. Carmick have been accepted as contractors for transport

ing the mails on route No. 9, from Vera Cruz, *via* Acapulco, to San Francisco, and back, twice a month, according to a certain schedule made and agreed upon at the time, at and for the sum of four hundred and twenty-four thousand dollars per year, "*for and during the term commencing from the time Congress shall ratify* this contract, and ending four years from that date." The contract then recites the obligations and duties of the contractors, and proceeds to bind the government thus: "for which service, *when performed*, the said Albert C. Ramsey and Edward H. Carmick, contractors, are to be paid by the United States the sum of four hundred and twenty-four thousand dollars a year, to wit, quarterly, in the months of May, August, November, and February." But, as a qualification or condition governing all of the covenants of either party, this agreement is inserted in the contract:

"And it is hereby expressly understood that *this contract is to have no force or validity* until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

Under and by virtue of the contract, therefore, *there was no obligation imposed upon either party to perform any of its stipulations* until after the occurrence of the condition which was to give it life, validity, and force. The condition has never been performed. Congress never sanctioned the contract, and its terms, of course, are in no way binding upon either of the parties. There could, therefore, be no abrogation of the contract by the Postmaster General or any one else. It carried within itself the cause of its own failure.

I am, therefore, wholly unable to perceive wherein the Postmaster General has violated any obligation imposed on him by the contract, which is clear and explicit in its details, and can neither be enlarged nor circumscribed by implication.

The attorneys for the claimants, however, have exerted their ingenuity to discover, if not a breach of contract, at least what they are pleased to characterize as a violation of duty on the part of the Postmaster General. They insist that that officer, not, indeed, by the express terms of the contract, but by implication and the force of his official duty, was bound, in view of the facts in his possession, to recommend the contract to Congress, or, at least, to withhold from that body the expression of any opinion of his own which might be likely to prejudice the same, and that his failure so to act must be taken and construed to be an abrogation of the contract by him. I certainly am unable to appreciate the force of this reasoning; but, to give the claimants the full benefit of their position, I quote from their memorial to Congress, as follows:

"Thus duly apprised of the progress of the contractors, and thus informing them of his sentiments, and encouraging the enormous expense they were assuming, the Postmaster General, in his annual report in December, 1853, unmindful of all this and without regard to the good faith which ought to be preserved in every department, without regard to the heavy expenditures and liabilities of the contractors, without regard to the evidence and facts which had come to his knowledge, and without regard to the truth and candor which should characterize his communications to Congress, submitted the

remark cited above in his annual report, and at the same time withheld the contract and estimates, thereby annulling the contract by withholding from Congress the documents to act upon, and preventing action, moreover, by the suppression of facts and misrepresentations made at the same time to the representatives of the nation."

It is scarcely within the line of my duty to investigate these grave charges against the late Postmaster General, since those who make them do not attempt to arraign that officer for any violation of the express terms of the contract. Yet, as they seem to cover all of the grounds for complaint upon which they predicate their demand for damages, it may not be improper to examine them briefly. The claimants, in their memorial, do not present any additional facts to those of which I have already given the substance.

The statement that the contract was withheld from Congress by the Postmaster General is shown to be incorrect by the report of the Postmaster General hereinafter quoted. A copy of it was communicated to the Senate March 11, 1853, (within eight days after its execution,) by Postmaster General Campbell. To present fully the action of that officer I quote from his annual report of December, 1853, referred to as above in the memorial, all that relates to this contract:

"On the 3d of March, 1853, Postmaster General Hubbard concluded a contract with Messrs. Carmick & Ramsey, of New York, for $424,000 per annum, for service semi-monthly from Vera Cruz, Mexico, by Acapulco, San Diego, and Monterey, to San Francisco and back, in thirteen days each way, being an extension of the trips of the New Orleans and Vera Cruz line through Mexico, for the purpose of conveying the mail, and thus making one through line, in sixteen days, between New Orleans and San Francisco, a copy of which was communicated to the Senate on the 11th of March.

"This contract contains a stipulation that it shall not have any validity unless Congress should sanction it by the passage of an appropriation to carry it into effect.

" On the 16th of June the department received a communication from Robert G. Rankin, president of the Ocean Mail and Inland Company, who states that that company is the *real* party to the contract entered into by Messrs. Ramsey & Carmick, and reporting progress towards putting service into execution. To this communication the following reply was sent by me on the 9th of July: 'Your letter of the 15th ultimo came duly to hand. My attention having thus been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mail over this route, does not meet with my approbation.

" 'In the first place, as at present advised, I consider the route impracticable for mail purposes. In the second place, the sums of money yearly drawn from the treasury for contracts which have for several years been, and still are, in force for the transportation of mails between the Atlantic and the Pacific are very considerable, amounting to about $731,868. In view of this fact, and of the man-

sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of, mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of $424,000 for the service in question. Moreover, I disapprove of the principle upon which the contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors *may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses, in the expectation that they will be paid*, and Congress, more from private sympathy than from public policy or justice, be at length induced to yield to a measure to which its prior sanction never could have been obtained.'

"Since that time the department has not heard from the Ocean Mail and Inland Company."

The letter of Mr. Rankin, of November 23, 1853, had not been received by the Postmaster General at the date of this report, it having come to hand, as he subsequently stated, on the 30th day of January, 1854.

I have carefully examined the whole correspondence, together with all the facts presented, in connection with the action of the late Postmaster General, and I am compelled to say that, from the date of the above letter to Mr. Rankin, that officer never in any manner held out any inducements to the contractors or their assignees to proceed in their preparations to execute the contract, when the same should go into effect, or gave out any intimations that the contract would be approved by him; nor does it appear that he was advised that they were making such preparations, until he received the letter of the president of the Mexican Ocean Mail and Inland Company, of June 15, 1853, to which he promptly replied as above.

I do not wish in this to convey the idea that it would in the slightest degree have effected my conclusions in the present investigation, if the bad faith of the Postmaster General had been established as charged, or if he had actually encouraged the expenditures and labor alleged to have been incurred by the contractors in anticipating the action of Congress and preparing to carry out the contract. For however such facts might address themselves to the sympathy and judgment of Congress in an application for *general* relief, they cannot be properly considered as constituting a breach of the written contract for which alone I have the power to award damages.

But I can discover nothing in the conduct of the late Postmaster General in connection with this matter which I would be justified in pronouncing either illegal, improper, or unjust; and the proposition that that officer was bound to present a contract for the sanction of Congress, and to insist upon its approval by that body, or to remain silent when it did not meet his own approbation as the officer in charge of that particular department to which the business in question belonged, cannot be recognized as sound either in law, policy, or good

morals. As an officer of the government, it was his sworn duty to protect its interests, and had he failed to do so he would have grossly violated that duty. In this matter he was in the condition of the private agent who may have been charged with the duty of making a contract for and in behalf of his principal, but which was to have no force until approved by the principal himself. In such case, if the agent should discover, after executing such conditional contract, that the enterprise was not a proper one for the principal to engage in, and that it would operate greatly to his injury to approve and carry out the contract, it would certainly be his duty, as a faithful agent, to apprise his principal of the fact; and a failure to do so would render him justly amenable for so great an abuse of the power which, by the laws governing that relation, had been reposed in him.

Taking, then, the facts as stated by the claimants themselves, and giving all the force to their views which they seem to deserve, I cannot perceive wherein the mail contract of Messrs. Carmick & Ramsey has ever been abrogated by the Postmaster General in any of its terms or conditions. The contract stands as perfect, as unbroken and entire as it stood on the day it was entered into and signed by the parties.

If Congress, at its next session, sees proper to pass the necessary appropriation to carry it into effect, that act will bring the contract into full life and validity; and it certainly seems strange, after the plausible showing by the claimans of the vast profit to themselves and advantages to the country which were so confidently expected to result from the execution of this contract if it had gone into effect, that they have not sought to secure the approval of Congress, and thus bring it into life, at some one of the sessions of Congress which have ensued since it was made.

The claimants present a *pro forma* account of estimated receipts and expenditures, showing that from passengers and freight *alone* they expected to realize a profit of $31,705 33 per month, after paying all expenses, and without reference to their mail contract. Surely, if they could have realized so a large a profit by their private business alone, it can hardly be supposed that they would abandon the enterprise simply because they could not double their profits by obtaining a government contract for transporting the mails. May it not be that Congress, like the late Postmaster General, has failed to appreciate the practicability and advantages of this great national enterprise? If so, the late Postmaster General was not alone responsible for its abrogation, if abrogated it has been. And why should the contractors make the single point that one Postmaster General only has failed to perform his duty? Mr. Campbell was no more bound by the terms of that contract to insist on its approval by Congress, than is the present Postmaster General, and it was no more abrogated by the one than it has been by the other.

I am gratified to be able to again refer to the opinion of the present Attorney General, given as aforesaid in this case, as corroborating and fully sustaining these views.

Judge Black says: "Was the contract abrogated by the Postmaster General? *Certainly not.* There is no act of that officer which can

possibly be so construed. He did not bind himself and his successors to recommend the ratification of the contract by Congress. It was his duty to express his honest conviction in his report, and it would have been gross misbehavior to conceal it.

"Nor was there anything inconsistent with the agreement in warning the other parties that they must proceed on their own responsibility; nor in the instructions to the postmasters at New Orleans and San Francisco to let them have no mails without further order from the department. All this was but carrying out the contract, and acting upon it, according to the stipulations which both parties had put into it with their own free will. The government was to incur no responsibility and to be holden for no expense; the contractors were to exercise no rights as such, and to claim no payment until Congress would make an appropriation. The Postmaster General claimed nothing for the government beyond what he bargained for. He warned the contractors against any effort to bind upon the back of the government a burden that no hand except that of Congress should presume to fasten there. He stood upon the very terms of the contract, and only asked of the other parties that they, too, would observe them with equal good faith. He did not change the schedule of other routes in connection, nor order the postmasters to let Carmick & Ramsey have the mails. It was not his duty to do so; for, as those persons had no contract which compelled them to carry a mail, it would have been wrong to let them have it in their charge. Upon the whole, *I am very clear in the opinion that the contract in question never was abrogated, annulled, rescinded, or violated by the Postmaster General, in letter or spirit.*"

Although, in my conclusions, I do not reach the question of damages at all, it may not be improper to advert to that branch of the case, for the single purpose of showing the inconsistency of the demand with the provisions of the law.

Let it be conceded that Congress has decided for me that a certain mail contract did exist, was abrogated by the Postmaster General, and, in consequence, that damages were due. What damages shall I find? Shall I determine that the abrogation of the contract by the Postmaster General prevented Congress from putting it into effect, and therefore award to them the amount of the anticipated profits which they thus lost? If I do this, there still stands the contract, entire, unbroken, and with all of the life and vigor it ever possessed, and Congress at its very next session may pass the required appropriation and carry it into effect, after I shall have declared it dead!

Can I say that Congress did not approve the contract *because* the Postmaster General annulled it, and that it would have been approved if the Postmaster General had not interfered? I have no right to say this, for it may not in fact be true; and unless *absolutely* true, I cannot say that the abrogation of the contract by the Postmaster General *occasioned* the damage to the contractors. Were I to do so, and to make such a fact the basis for awarding to them damages, I would violate the established rule, that the damages to be recovered must always be the natural and proximate consequence of the act complained of—*causa proxima non remota spectatur.*

The proximate, immediate cause of damage in this case would be the non-approval of the contract by Congress—for thereby it was lost; not the repudiation of it by the Postmaster General, for that left it still subject to the approval of Congress.

Nor can I understand how the actual expenditures incurred in the preparation and stocking of the road can be viewed in the light of damages under the contract. It provides for no such expenditures until after the contract shall have gone into effect. Every dollar thus expended was paid, if paid at all, before there was even an opportunity afforded for the approval of the contract by Congress. Was it contemplated, at the time they were incurred, that they would be paid by the government in case the contract should not be approved? Surely not. They were incurred at the risk of the contractors, who well knew they had no contract at the time, and might never have any.

If they had incurred all of these expenses before they had entered into any contract at all with the department, and then had succeeded in obtaining an absolute, unconditional contract, which was afterwards really annulled by the Postmaster General, I do not understand that in such case they would be entitled to damages for the money so expended *prior* to the making of the contract. The government did not ask such preparation to be made; and if a person sees fit to invest his means in a certain description of property with a view of using the same to execute a government contract which he may never obtain, or, obtaining, have taken away from him, he certainly does it at his own risk, and cannot claim that his loss on that account was a necessary consequence of the violation of the contract.

If Messrs. Carmick & Ramsey assumed the risk of preparing to execute a contract which might never be called into existence, they did it knowingly, and at their own peril, and I cannot discover how the risk ever passed from them to the government.

I have not attempted to notice many of the arguments advanced and points made by the claimants and their attorneys, because my conclusions were reached without any necessary reference to them. The determination of a single question disposed of the whole matter, and put an end to the investigation. Repudiating the idea that Congress had determined by law the facts in this case, or intended to do so, it was my duty, first, to inquire whether the contract referred to in the law was so abrogated by the Postmaster General as to make the United States liable to the contractors in damages for such abrogation, and that being decided in the negative, I had no further investigation to make; and it remains for me only to decide that I find nothing due from the United States to Messrs. Carmick & Ramsey under the contract aforesaid.

W. MEDILL, *Comptroller.*

No. 5.

DOYLESTOWN, *June* 10, 1859.

SIR: Your letter, inclosing a copy of the report of Messrs. Billinghurst and Ready in the Carmick & Ramsey case, has been received.

In reply to the inquiries propounded, I answer, that the subject was brought before the Committee on the Judiciary during the last session of the Thirty-fifth Congress, and finally a majority of the committee arrived at the conclusion that the First Comptroller of the Treasury was clearly right in refusing to allow the claim of Carmick & Ramsey for damages, or any part thereof. Being one of that majority, I was requested to prepare a full and comprehensive report, expressing the views of the majority and their conclusion in the premises. As soon as relieved from a press of other business, I entered upon the duty assigned, and would have fulfilled it had my health enabled me to do so. But for some time previous to the adjournment of Congress, having more than once resumed the undertaking, I found myself too unwell to finish the report. Still hoping to be able to do so, this was not mentioned to General Houston, the chairman of the committee, until it was too late for any other gentleman to take charge of the matter; consequently no report was made.

In regard to the report signed by Messrs. Billinghurst and Ready, I have to say that I never saw it until I found it inclosed in your letter, nor was I before aware it had been presented to the House.

Very respectfully, your obedient servant,

HENRY CHAPMAN.

Hon. WILLIAM MEDILL,
First Comptroller of the Treasury.

No. 6.

Statement of the claim.

PHILADELPHIA, *November* 13, 1856.

DEAR SIR: Responding to your communication touching the 6th section of the act of Congress for our benefit, approved August 18, 1856, we now beg leave to state—

We claim, as we are advised we may claim lawfully, equitably, and justly, our contract price for the term of the contract, subject only to such abatement or deduction as may be shown; the burden of proof of such abatement, if any, resting on the government.

We need not here recite the consideration agreed, as that is already of record in your office.

Otherwise, we claim, as we are advised we may claim, lawfully, equitably, and justly, the full value of our contract—what it would have been worth to us had we been permitted to give effect to it according to its intent.

The papers herewith submitted exhibit a fair view of the proportions of our claim. They indicate the sources whence full information may be obtained. Their showings may be readily and speedily verified and authenticated, at your citation; or, if required, as conforming more strictly to the rules of evidence, the intelligent authors of these papers, being in New York city, can, at your own call and convenience, be had in

your presence, and thus, face to face, afford you the fullest and most reliable information.

You are the sole judge of the law and the evidence, under such rule of decision as you may yourself prescribe.

We also claim the amount of the account of outlays and expenses in Mexico, as given by Mr. Marsh.

With great respect, we have the honor to be,

EDWARD H. CARMICK,
ALBERT C. RAMSEY.

Hon. ELISHA WHITTLESEY,
First Comptroller, &c.

No. 7.

Amounts paid and still due by the contractors on account of the mail contracts made with the United States Post Office Department for mails between Vera Cruz and San Francisco.

PAYMENTS.

In New York, for charter of steamer Albatross, first trip across with mails	$9,152	43
For mail coaches, wagons, &c., now in Mexico	10,610	95
For expenses of agents, board per diem, &c	2,273	00
For office expenses, salaries, &c	8,133	85
For contingent expenses	2,656	54
Expenses in Mexico for horses, mules, estafette mails, drivers, duties, &c., freight on rolling stock, wages, rents, office fixtures, stationery, feed for animals, and office expenses	23,113	28
	55,940	05

INDEBTEDNESS.

In New York.

Two notes in favor of I. S. and E. A. Abbott	$4,554	82
Open account due	455	30
Three notes in favor of Eaton, Gilbert & Co	3,657	02
Four notes in favor of the Atlantic Insurance Company	640	00
One note in favor of I. H. Cotton	230	00
Acceptance due I. N. Jeroloman	666	82
Acceptance due M. and J. Brown	400	00
Acceptance due H. T. Stewart & Co	378	55
Open account due Francis's Life-boat Company	265	80
Open account due G. F. Nesbit & Co	175	00
Open account due Charles Bowes	100	00

Open account due E. H. Carmick	$30 00	
Open account due Hall, Clayton & Co	150 00	
Open account due J. W. Blunt	40 00	
Open account due for office rent	450 00	
President, R. G. Rankin, for salary	2,676 83	
Secretary and treasurer, W. Bowes	1,223 80	
Clerk, F. W. Rankin	125 00	
Petty accounts, viz: coal, cleaning office, papers, &c	100 00	
		$16,318 94

In Mexico.

Two drafts in favor of G. L. Hammekin	4,600 00	
Three drafts in favor of N. Davidson	11,000 00	
Two drafts in favor of H'y A. Mejia	1,564 80	
One draft in favor of S. C. Ramsey	960 00	
One note due J. S. Navarro	3,585 00	
One note due A. Becherel	1,000 00	
Open account due N. Davidson	7,802 81	
Open account due G. L. Hammekin	4,140 58	
Open account due L. S. Hargous	800 00	
Open account due Smith Rider	359 12	
Open account due Juan Parra	268 29	
Open account due C. Markoe	266 79	
Open account due Harris & Morgan	41 20	
Open account due S. Tyler	55 00	
Damages, interest, and expenses on $36,443 59	4,939 77	
	41,383 36	
Less secured by hypothecation of rolling stock,	18,524 81	
		22,858 55

SUSPENDED ACCOUNTS.

Expenses prior to mail contract, for procuring grants in Mexico, which have been assumed by the contractors	18,000 00
	113,117 54

CITY, COUNTY, AND STATE OF NEW YORK.

On this 27th day of November, 1856, before me personally appeared S. William Marsh, of the said city, who, being by me duly sworn, says: That he is personally acquainted with the facts set forth in the foregoing and annexed statement; that he was the general accountant and disbursing agent in Mexico, and is intimately acquainted with the facts set forth in the foregoing statement, and believes them to be just and true.

S. WILMER MARSH.

Subscribed and sworn to before me, this 27th day of November, 1856.

MONTGOMERY GIBBS,
Notary Public, No. 5 Wall street.

NEW YORK, *August* 23, 1856.

SIR: I understand an appropriation has been made by Congress to pay the damages incurred by the parties holding the mail contract between New Orleans and San Francisco, *via* Vera Cruz and Acapulco. "*The Mexican Ocean Mail and Inland Company,*" by covenants and full powers of attorney with and from Messrs. Ramsey & Carmick, the ostensible contractors, incurred the expenditures and liabilities on account of this contract, and, so far as Postmaster General Campbell's hostility would permit, performed the conditions of the contract for several months, until stopped by him. Messrs. Ramsey & Carmick have also, personally and extrinsic of the company, incurred large expenditures. At the proper time the Mexican Mail Company are prepared to show vouchers, &c., for their expenditures, with the full powers from Messrs. Ramsey & Carmick for receiving the appropriation.

Your obedient servant,

ROBERT G. RANKIN,
President of Mexican Ocean Mail and Inland Company.

Hon. ELISHA WHITTLESEY,
First Comptroller, Treasury Department, Washington, D. C.

NEW YORK, *September* 4, 1856.

DEAR SIR: The Mexican Ocean Mail and Inland Company, or the receiver thereof, are prepared to furnish, at any time they may be notified, the evidence of damages sustained by the abrogation of the New Orleans, Vera Cruz, and San Francisco mail contract, and to furnish their books in evidence of the fulfillment of the contract by them for and on account of Messrs. Ramsey & Carmick. The whole expenditures and damages were incurred by this company under powers and contracts with Messrs. Ramsey & Carmick; the original contracts and powers being now in possession of the company, ready for exhibition when demanded.

Your obedient servant,

ROBERT G. RANKIN,
President of Mexican Ocean Mail and Inland Company.

Hon. ELISHA WHITTLESEY,
First Comptroller, &c., Treasury Department,
Washington, D. C.

Pro forma account of receipts and expenses for a weekly line of twenty wagons or stages between Vera Cruz and Acapulco.

RECEIPTS.			
It appears by official statement, taken from the books of the Panama Railroad Company, that the average number of passengers passing that road per year, for five successive years, was	30,993		
And from the books of the Nicaragua Transit Company the average number of passengers per year was	20,163		
	51,156		
Average per month	4,789		
Of which we assume that the great advantages of saving in time, avoidance of the tropics, and less distance by sea, would give us at least two fifths (⅖) of the passengers, or 1,916 per month, at $50 each			$95,800 00
It also appears that the average amount of gold by the Panama route, per annum, was	$31,524,397		
By the Nicaragua route, per annum, was	12,000,000		
Average per month	3,627,033	$43,524,397 00	
Of which we assume that we should have carried at least two thirds, in consequence of the certainty of the drafts being conveyed by us, and that thereby they would reach the Atlantic cities at least five to ten days in advance of the gold, provided it continued to go by the usual route of Panama and Nicaragua—which, however, no banking-house would permit, and, of necessity, therefore, the gold would follow the drafts—two thirds = $2,418,022, at one quarter per cent. only, the same price as charged for the transit of Panama, a distance of only 40 miles			6,045 00
The average of Mexican silver passing over the route is at least $1,250,000 per month, and on which the charge paid, independent of duties, is 1¼ per cent. We assume that we would have taken the whole of this, as we would have done it at 1 per cent., a saving to the shippers of ¼ per cent			12,500 00
Express freight, charging no higher rate than is charged by the Panama Railroad Company, averaging per month			7,651 00
Contract for Mexican mail per month			4,000 00
Freighting between Vera Cruz and Mexico, averaging yearly $2,000,000, of which we assume we would have at least 12½ per cent., or, per month			20,833 33
This service being performed on the off days of mail and passenger service			146,829 33

Pro forma account of receipts and expenses—Continued.

EXPENDITURES.		
There are on the route 44 stations, 20 teams each—8 animals for each team = 7,040 animals, costing to maintain per month $7 each		$49,280 00
It would require for the service—		
440 grooms, at $30 per month		13,200 00
120 drivers, at $100 per month		12,000 00
120 servants at $60 per month		7,200 00
Shoes and shoeing 7,040 animals, at $2 per month		14,080 00
2½ per cent. wear and tear on 7,040 animals, costing $30 each	$211,200 00	5,280 00
2½ per cent. wear and tear on 880 sets of harness, at $72 each	63,360 00	1,584 00
2½ per cent. wear and tear on 120 wagons, at $500 each	60,000 00	1,500 00
Tolls on each wagon, $50 per month		6,000 00
Office rent, agents, clerks, &c., per month		5,000 00
		115,124 00
Balance of receipts over expenditures, leaving profits of one month's service		31,705 33
		146,829 33

Samuel W. Marsh, of the city of New York, No. 19 Beaver street, personally appeared before me, and being sworn according to law, saith: That he is personally acquainted with the facts above set forth, and, having been the general accountant and disbursing agent in Mexico, is intimately acquainted with the facts set forth, and believes them to be just and true.

SAMUEL W. MARSH.

Subscribed and sworn to before me, in the city of New York, this 11th day of November, 1856.

Witness my hand and official seal.

JOHN BISSELL. [L. S.]

Liens and injunctions against claim of Carmick & Ramsey.

NEW YORK, *August* 17, 1856.

DEAR SIR: We learn that Congress has appropriated some three hundred thousand dollars for the payment of damages to E. A. Carmick and others for the violation of postal contracts for transportation of the mail from New Orleans to San Francisco, *via* Vera Cruz and Acapulco. These contracts having been assigned to the Mexican Ocean Mail and Inland Company of this city, that company will be entitled to those damages. Our object is to give notice to the proper bureau of the government, which we understand to be that of the Fourth Auditor, that we have recovered judgments against that company for considerable sums, and have suits pending for other large claims, which are undetermined, and which are unsatisfied and unpaid, and that the said company is insolvent, and to desire that such damages should not be paid over to the said company or its agents until such claims are adjusted and provided for.

If needful, we will furnish a statement of the amount of said judgments and claims, to the end that such amount may be retained for the use of those we represent.

Judge Wm. Kent has been duly appointed the receiver of the said company, and all its rights are therefore vested in him, and he alone will be entitled to its funds and property.

If this notice should be addressed to any other department of the government, please to give it the proper direction.

Respectfully and faithfully yours,

MANN & RODMAN.

Hon. A. O. DAYTON,
Fourth Auditor, Washington, D. C.

NEW YORK, *August* 18, 1856.

DEAR SIR: An appropriation has been made for the payment to E. H. Carmick and others of the damages sustained by reason of the refusal of Postmaster General Campbell to perform certain contracts for the transportation of mails through Mexico to San Francisco.

These contracts, at the time of the breach of the same, were held by the Mexican Ocean Mail and Inland Company of this city, to which company they were regularly assigned by Carmick and others, the contractors subject, however, to a partial assignment in favor of the Pacific Mail Steamship Company.

On behalf of certain of the stockholders of the Mexican Ocean Mail and Inland Company, I protest against the payment of any portion of the appropriation to E. H. Carmick and his associates.

Respectfully, your obedient servant,

P. W. TURNEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

NEW YORK, *August* 25, 1856.

MY DEAR SIR: I beg to commend to your favorable notice Thomas H. Rodman, Esq., who [who] will hand to you this letter. Mr. Rodman is my partner in business and my son-in-law, a young man in whom I place the fullest and most implicit confidence. You may, therefore, rely upon him in all things.

Faithfully and ever your friend and obedient servant,

A. MANN, JR.

Hon. E. WHITTLESEY,
First Comptroller, &c., &c.

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110 BROADWAY, NEW YORK,
August 25, 1856.

DEAR SIR: In the civil appropriation bill there is a provision for the payment to E. H. Carmick and A. C. Ramsey of the damages sustained by them by reason of the refusal of Postmaster General Campbell to carry out the contract with them for the transportation of mails through Mexico to San Francisco, *via* Vera Cruz and Acapulco.

This contract was regularly assigned by them to the Mexican Ocean Mail and Inland Company of this city in the early part of the year 1853, and was held by the company at the time of the breach of the contract and at the time of their insolvency.

Judge William Kent, of this city, has been appointed the receiver of the company, and as such receiver has succeeded to all its rights in the contract in question.

Messrs. Carmick & Ramsey have no interest in the same, except, perhaps, as stockholders of the corporation.

I am the representative and attorney of stockholders of the same corporation to a large amount, and in their behalf I object to the payment of any money whatever to Messrs. Carmick & Ramsey on account of the contract in question.

Respectfully, your obedient servant,

P. W. TURNEY.

Hon. ELISHA WHITTLESEY,
Comptroller, &c., Washington, D. C.

NEW YORK, *August* 26, 1856.

DEAR SIR: The contract with E. H. Carmick and Albert C. Ramsey, for the transportation of mails from Vera Cruz, in Mexico, to San Francisco, dated the 15th day of February, 1853, on account of which a provision has been made in the civil appropriation bill, was held by Carmick & Ramsey for the use of the Mexican Ocean Mail and Inland Company, and as and for the sole and exclusive property of such company.

I have been appointed the receiver of the estate and effects of such company, and as such receiver am entitled to be paid all damages

which have arisen from the refusal of the Postmaster General to carry out the contract.

Respectfully, your obedient servant,

WILLIAM KENT,
Receiver of the M. O. M. & I. Company,
per P. W. Turney, his attorney.

Hon. ELISHA WHITTLESEY,
Comptroller, &c., Washington, D. C.

[Private.]

EVERETT HOUSE,
New York, September 18, 1856.

MY DEAR SIR: In the General Post Office appropriation bill of the last session a provision was inserted referring Mr. E. H. Carmick's claim to you for adjudication. Will you do me the kindness to let me know if you have yet made a decision in the case, (Carmick's,) and if not, if it will probably soon be disposed of.

Very truly, your friend and servant,

GEO. W. BREGA.

Hon. ELISHA WHITTLESEY.

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45 WALL STREET, NEW YORK, *October* 1, 1856.

SIR: We see by the sixth section of the Post Office act, No. 56, that you are required to pay to Messrs. Carmick & Ramsey whatever may be awarded to them by the First Comptroller of the Treasury on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th February, 1853.

We have the honor to inclose copies of two agreements between Messrs. Carmick & Ramsey, and the Mexican Ocean Mail and Inland Company, by which you will see that Messrs. Carmick & Ramsey received these contracts for the sole use and benefit of that company, who are the only parties that actually suffered by reason of the action of the Postmaster General.

In consequence of that action the corporation became insolvent, and its effects passed into the hands of the Hon. William Kent, of this city, appointed receiver under decree of court.

We lay these papers before you in his name, asking that they be regarded as a power to the company, and through the company to its official assignee, to receive whatever sums may be awarded to Messrs. Carmick & Ramsey.

The original instruments will be at your service when called for.

We have the honor to be, sir, very respectfully, your obedient servants,

EATON & DAVIS,
Attorneys-at-law for the Receiver.

HON. SECRETARY OF THE TREASURY,
Washington, D. C.

To all to whom these presents shall come, greeting: Know ye, that it is hereby covenanted, granted, and agreed between Albert C. Ramsey and Edward H. Carmick, of the one part, and the Mexican Ocean Mail and Inland Company, of the other part, in the manner following:

For that whereas Albert Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or of the government of certain of the States of said republic, sundry grants, privileges, and franchises in respect to the navigation of the river Mescala, the construction of roads, and the transportation of mails in said republic, which said grants, privileges, and franchises were procured for and on behalf of sundry persons associated in the United States, and now represented by The Mexican Ocean Mail and Inland Company; and whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same; and whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, for themselves, their heirs, executors, administrators, and assigns, respectively, doth each for himself, and not the one for the other, severally covenant, promise, and agree to and with The Mexican Ocean Mail and Inland Company, that they have held, and do now hold, and will continue to hold, the said contract, and any extension or renewal of it, to and for the use of The Mexican Ocean Mail and Inland Company and their successors and assigns, as and for their sole and exclusive property, together with all the issues and profits therefrom, or payments for the same, or any future increase of service under it; and that they will, in due form of law, make and execute, under the appointment in writing of the said The Mexican Ocean Mail and Inland Company, all, every, and whatever contract, covenant, agreement, or instrument that may be necessary for the development, and prosecution, and operation of a through mail line from New Orleans to San Francisco; and that the said contract shall be for the use, benefit, and profit of the said The Mexican Ocean Mail and Inland Company, their successors and assigns; and that all and every payment or appropriation for or on account of said contract, or for the enlargement of the service under it, or for any part thereof, shall be held, received, and taken by them for and on account of the said The Mexican Ocean Mail and Inland Company, and shall be paid over to their order or appointment, or as they may in writing direct; and that they will do every necessary act or thing whereby this agreement may be in good faith fulfilled and executed by them, or either of them.

And the said The Mexican Ocean Mail and Inland Company doth covenant, promise, and agree that the said Albert C. Ramsey and Edward H. Carmick shall be held free and harmless of and from all loss and damage by reason of the non-performance of any of the

conditions of the said contract, by or on the part of those who may be legally chargeable with the performance or execution of said contract.

In witness whereof, the parties hereto have in duplicate respectively and interchangeably set their seals, and caused the same to be duly subscribed and attested, this seventeenth day of March, in the year of our Lord one thousand eight hundred and fifty-three, in the city of New York.

ALBERT C. RAMSEY, [L. S.]
EDWARD H. CARMICK, [L. S.]
THE MEXICAN OCEAN MAIL AND INLAND COMPANY, [L. S.]
ROBERT G. RANKIN,
President.

Witness: SAM. W. MARSH.

DUPLICATE.

To all whom these presents shall come, greeting: Know ye that it is hereby covenanted, granted, and agreed, between The Mexican Ocean Mail and Inland Company of the one part, and Albert C. Ramsey of the other part, in the manner following: For that whereas the said Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or the government of certain of the States of the said republic, sundry grants, privileges, and franchises in respect to the navigation of the river Mescala, the construction of roads, and the transportation of mails in said republic; which said grants, privileges, and franchises were procured for and on behalf of sundry persons associated in the United States, now represented by The Mexican Ocean Mail and Inland Company: And whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same: And whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: And whereas the said Edward H. Carmick, in fulfillment of the same design of the better assurance and development of said grants, privileges, and franchises, has procured, in his own name, a contract bearing date the fifteenth day of February, one thousand eight hundred and fifty-three, for the transportation of the United States mail from New Orleans to Vera Cruz: And whereas both the aforesaid contracts have in fact been procured for the benefit of and for the sole enjoyment and profit of the said The Mexican Ocean Mail and Inland Company: Now, therefore, the said Albert C. Ramsey, for himself and his legal representatives, doth covenant and agree that he will well and faithfully transport said mails across the republic of Mexico, from Vera Cruz to San Francisco, according to the

tenor, conditions, and liabilities of said United States contracts, so that the mails shall be carried according to the intents and purposes of said contract, and in fulfillment of the object of the said company. And further, that he will, when requested so to do, by any letter of instructions to such effect, do, perform, and execute all, each and every matter and thing requisite and necessary to be done for the execution of said mail contracts and in furtherance of the interests of the company; but all such duties and performances shall be at the cost, charge, and expense of the said The Mexican Ocean Mail and Inland Company.

And the said The Mexican Ocean Mail and Inland Company, for themselves and their successors, do covenant and agree with the said Albert C. Ramsey that they will furnish the said Albert C. Ramsey the means and facilities for such mail transportation and other purposes as may be specified in any letter of instructions to that effect, and will save and hold him harmless from loss or damage by reason of the faithful performance of any of the duties specified in any such letter of instructions; and further, that they will pay to the said Albert C. Ramsey the allowance for monthly expenses that may be agreed upon between the parties hereto.

In witness whereof, the said parties have executed the same in duplicate this fifth day of May, one thousand eight hundred and fifty-three.

ROBERT G. RANKIN, [SEAL.]
President, &c.
ALBERT C. RAMSEY. [SEAL.]

Sealed and delivered in the presence of—
PIERRE M. IRVING.

UNITED STATES OF AMERICA, STATE OF NEW YORK, } ss:
City and County of New York, }

On this twelfth day of May, one thousand eight hundred and fifty-three, before me, Pierre M. Irving, notary public duly commissioned and sworn, dwelling in the city of New York, personally came Robert G. Rankin, president of The Mexican Ocean Mail and Inland Company, and Albert C. Ramsey, the individuals who executed the within agreement, and severally acknowledged that they executed the same. And the said Robert G. Rankin, being by me duly sworn, deposes and says that he is the president of The Mexican Ocean Mail and Inland Company, that the seal affixed to the within agreement, opposite to his signature, is the corporate seal of the said company, and was affixed to the said agreement by order of the said company, for the purposes therein mentioned; and that he, by like order, did subscribe his name thereto as president of the said company.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal, the day and year above written.
[SEAL.]

PIERRE M. IRVING,
Notary Public.

NEW YORK, *October* 3, 1856.

MY DEAR SIR: We are informed here that a bill was passed by the last Congress directing the Secretary of the Treasury to pay to A. C. Ramsey whatever amount of loss he incurred by reason of a contract between the Post Office Department and him to convey the mail across Mexico up to San Francisco. As all loss in that respect was borne by a company here, the stockholders in which have been sued for the debts representing this loss and adjudged to pay the amount, I take the liberty of writing to you to inquire if any movement has yet been made by Mr. Ramsey towards obtaining the money.

My father-in-law, Mr. Stetson, here, has been mulcted in $10,000 as one of the stockholders, and if there be any way that he can be reimbursed, I know that your kindly feelings towards him would induce you to give him all legitimate aid.

Please consider this as private.

Yours, truly,

JOHN E. DEVELIN.

Hon. P. G. WASHINGTON, *&c., &c.*

[Private.]

110 BROADWAY, NEW YORK, *March* 24, 1857.

DEAR SIR; We understand that Messrs. Carmick & Ramsey are now making proof before you of the damages resulting from the refusal of Postmaster General Campbell to carry out the contract with them for the transportation of mails between Vera Cruz and San Francisco.

Permit us to remind you of the promise which you made us last year, to inform us of the result of your deliberations in the matter in time to enable us to take measures, if any should be deemed advisable, to prevent the diversion of the award from the parties equitably entitled to the same.

Respectfully, your obedient servants,

VARNUM & TURNEY.

Hon. ELISHA WHITTLESEY,
Comptroller, &c.

NEW YORK SUPREME COURT, *County of New York.*

William H. Aspinwall, Robert B. Coleman, and Charles A. Stetson, *against* Edward H. Carmick, Albert C. Ramsey, The Mexican Ocean Mail and Inland Company, and William Kent, receiver of the property and estate of The Mexican Ocean Mail and Inland Company.

The complaint of William H. Aspinwall, Robert B. Coleman, and Charles A. Stetson, of the city of New York, represents: that some time in or about the month of March, one thousand eight hundred and fifty-three, a contract or agreement was entered into between the

United States of America and Albert C. Ramsey and others, in the words and figures following, to wit:

This article of contract, made the fifteenth day of February, in the year one thousand eight hundred and fifty-three, between the United States, acting in this behalf by their Postmaster General, and Albert C. Ramsey and Edward H. Carmick, William H. Aspinwall, and Edwin Bartlett, of the city of New York, Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, of the same place, witnesseth: That whereas, by an act of Congress passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," the Postmaster General is authorized to contract for the transportation of the United States mail between any of the ports of the United States and a port or ports of any foreign power, whenever, in his opinion, the public interest will thereby be promoted: And whereas, by another act of Congress passed March 3, 1851, entitled "An act to establish certain post roads in the United States and the Territories thereof," the Postmaster General is authorized to enter into contracts, for a period not longer than four years, for transporting through any foreign countries the mails of the United States, and that in making such contracts the Postmaster General shall be bound to select the speediest, safest, and most economical route: And whereas, notice has been given by advertising, in accordance with the directions of said act, for inviting proposals for mail contracts under and by virtue of the acts aforesaid: And whereas, Albert C. Ramsey and Edward H. Carmick have been accepted, according to law, as contractors for transporting the mail on route No. 9, from Vera Cruz, *via* Acapulco, to San Francisco and back, twice a month, according to the schedule hereinafter mentioned, in thirteen days each way, being an extension of two of the trips on the New Orleans and Vera Cruz line through Mexico for the purpose of conveying the mails, and thus making one through line in sixteen days between New Orleans and San Francisco, at and for the sum of four hundred and twenty-four thousand dollars per year, for and during the term commencing from the time Congress shall ratify this contract, and ending four years from that date, with the right reserved to the Postmaster General to continue it one year longer, at the same terms: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, contractors, and Silas C. Herring, Elihu Townsend, Simeon Draper, Robert B. Coleman, William H. Aspinwall, and Edwin Bartlett, their sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1. To carry said mail within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2. To carry said mail in a safe and secure manner, free from wet or other injury, in weather-proof bags and vehicles on the land route, and in a separate and convenient apartment on shipboard, to be suitably fitted up, under order of the department, at the expense of the con-

tractors, for the assorting and safe-keeping of the mails, and for the sole and exclusive occupation, use, and accommodation of the Post Office Department and its mail agent, if the Postmaster General shall require it, for the use and accommodation of the mail and mail agent, and such mail agent is to be conveyed without further charge.

In case the contractors fail to furnish such suitable accommodation, the department shall have the right to provide the bags, vehicles, or other suitable accommodations, at the expense of the contractors.

3. To take the mail and every part of it from, and deliver it and every part of it into, the post office at San Francisco, and to and from the mail steamers at Vera Cruz, on the New Orleans and Vera Cruz line; and also to deliver and receive the mails at San Diego and Monterey regularly, by each trip going and returning, as is now done by the "Pacific Mail Steamship Company."

They also undertake, covenant, and agree with the United States, and do bind themselves jointly and severally, as aforesaid, to be answerable for the person to whom the said contractors shall commit the care and transportation of the mail, and [be] accountable to the United States for any damages which may be sustained by the United States through his unfaithfulness or want of care; and that the said contractors will discharge any carrier of said mail whenever required to do so by the Postmaster General; also, that they will not transmit by themselves or their agents, or be concerned in transmitting, commercial intelligence more rapidly than by mail, and they will not carry out of the mail letters or papers which should go by post; and that they will not knowingly convey any person carrying on the business of transporting letters or other mail matter, without the consent of the department; and further, that the said contractors will convey, without additional charge, post office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

They further undertake, covenant, and agree with the United States, that the said contractors will collect quarterly, if required by the Postmaster General, of postmasters on said route, the balances due from them to the General Post Office, and faithfully render an account thereof to the Postmaster General on the settlement of quarterly accounts, and will pay over to the General Post Office all balances remaining in their hands.

For which services when performed, the said Albert C. Ramsey and Edward H. Carmick, contractors, are to be paid by the said United States the sum of four hundred and twenty-four thousand dollars a year, to wit: quarterly in the months of May, August, November, and February, through the postmasters on the route or otherwise, at the option of the Postmaster General of the United States; said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractors and their sureties, that the Postmaster General may increase the service or change the schedule, he allowing a *pro rata* increase of compensation within the restrictions imposed by law for the additional service required; but the contractors may, in case of increased service or change

of schedule, relinquish the contract, on timely notice, if they prefer it to the change.

It is hereby also stipulated and agreed by the said contractors and their sureties, that in all cases there is to be a forfeiture of the pay of a trip when the trip is not performed, and of not more than three times the pay of a trip when the trip is not duly performed and no sufficient excuse for the failure is furnished; a forfeiture of at least one fourth part of it when the running is so far behind time as to lose connection with a depending mail, unless it is shown that the same was not caused by neglect, or want of proper skill, or misconduct; and a forfeiture of a due proportion of it when a grade of service is rendered inferior to the mode of conveyance above stipulated; and that these forfeitures may be increased into penalties of a higher amount, according to the nature or frequency of the failure and the importance of the mail, also, that fines may be imposed upon the contractors unless the delinquency be satisfactorily explained to the Postmaster General in due time, for failing to take from or deliver at a post office or a steam vessel, the mail, or any part of it; for suffering it to be wet, injured, lost, or destroyed; for carrying it in a place or manner that exposes it to depredation, loss, or injury, by being wet or otherwise; for refusing, after demand, to carry a mail in any vessel or other vehicle which the contractors run or are concerned in running on the route beyond the number of trips above specified; or for not arriving at the time set in the schedule, unless not caused by neglect or want of proper skill, or misconduct. And for setting up or running an express to transmit letters or commercial intelligence in advance of the mail, or for transporting knowingly or after being informed, any one engaged in transporting letters or mail matter in violation of the laws of the United States, a penalty of five hundred dollars may be exacted for each offense and for each article so carried.

And it is hereby further stipulated and agreed by the said contractors and their sureties that the Postmaster General may annul the contract for repeated failures; for violating the post office laws; for disobeying the instructions of the department; for refusing to discharge a carrier or any person having charge of the mail by his direction when required by the department; for assigning the contract without the consent of the Postmaster General; for setting up or running an express as aforesaid; or for transporting persons conveying mail matter out of the mail as aforesaid, or whenever the contractors, or either of them, shall become a postmaster, assistant postmaster, or member of Congress. And this contract shall in all parts be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And it is hereby further stipulated and agreed by the said contractors that the steam vessels for the service between San Francisco and Acapulco shall be of a class contemplated by the act of Congress passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," and that the same shall be delivered to the United States or their proper officers, on demand being made, for the purpose of

being converted into vessels-of-war, according to the tenor and terms of the said act.

And it is hereby further expressly understood that this contract is to have no force or validity until it shall have received the sanction of the Congress of the United States, by the passage of an appropriation to carry it into effect.

In witness whereof the Postmaster General has caused the seal of the Post Office Department to be hereto affixed, and has attested the same by his signature; and the said contractors and their sureties have hereunto set their hands and seals the day and year set opposite their names respectively.

S. D. HUBBARD, *Postmaster General.*	[SEAL.]	March 3, 1853.
WM. H. ASPINWALL,	[SEAL.]	March 3, 1853.
EDWIN BARTLETT,	[SEAL.]	March 3, 1853.
By WM. H. DAVIDGE, *their Att'y.*		
ALBERT C. RAMSEY,	[SEAL.]	February 25, 1853.
EDWARD H. CARMICK,	[SEAL.]	February 25, 1853.
SILAS C. HERRING,	[SEAL.]	February 25, 1853.
ELIHU TOWNSEND,	[SEAL.]	February 25, 1853.
SIMEON DRAPER,	[SEAL.]	February 25, 1853.
R. B. COLEMAN,	[SEAL.]	February 25, 1853.
THE MEXICAN OCEAN MAIL AND INLAND COMPANY, By ROBERT G. RANKIN, *President.*	[SEAL.]	February 25, 1853.

Signed, sealed, and delivered by the Postmaster General, in the presence of—

JAMES LAWRENCE,
R. T. MCLAIN.

And by the other parties hereto in the presence of—

J. B. NOTT, witness for A. C. Ramsey, S. Draper, R. B. Coleman, and Edward H. Carmick.

EDWARD S. GUILD, witness to S. C. Herring.

Witness to Wm. H. Davidge's signature, as attorney of William H. Aspinwall and Edwin Bartlett—

JAMES LAWRENCE,
R. T. MCLAIN.

Witness to R. G. Rankin's signature—

JNO. T. HOWARD.

I hereby certify that I am well acquainted with Albert C. Ramsey, and Edward H. Carmick, and Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, and the condition of their property; and that after full investigation and inquiry I am well satisfied that they are good and sufficient sureties for the amount in the foregoing contract.

WM. V. BRADY,
Postmaster in New York.

The schedules of departures and arrivals.

Leave Vera Cruz on the 4th and 17th of each month;
Arrive at Acapulco by the 9th and 22d of each month;
Leave Acapulco on the 9th and 22d of each month;
Arrive at San Francisco by the 17th and 30th of each month.
Leave San Francisco on the 8th and 24th of each month;
Arrive at Acapulco by the 16th and 1st of each month;
Leave Acapulco on the 16th and 1st of each month;
Arrive at Vera Cruz by the 21st and 6th of each month--

as by the said contract, to which the plaintiffs refer, will, upon reference, appear.

The plaintiffs further show, upon information and belief, that the Mexican Ocean Mail and Inland Company was, in the month of January, 1853, incorporated pursuant to and for the purposes mentioned in an act of the people of the State of New York, represented in senate and assembly, entitled "An act for the incorporation of companies formed to navigate the ocean by steamships," passed April 12, 1852, and the said company had their principal office for the transaction of business in the city of New York.

The plaintiffs further show that sometime on or about the seventeenth day of March, one thousand eight hundred and fifty-three, a certain contract or agreement in writing was made and entered into between the said Albert C. Ramsey and Edward H. Carmick of the one part, and The Mexican Ocean Mail and Inland Company of the other part, sealed with the seals of the said Carmick & Ramsey and with the common seal of the said corporation, in the words and figures following, to wit:

To all to whom these presents shall come, greeting: Know ye, that it is hereby covenanted, granted, and agreed between Albert C. Ramsey and Edward H. Carmick of the one part, and The Mexican Ocean Mail and Inland Company of the other part, in the manner following:

For that whereas Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or of the government of certain of the States of said republic, sundry grants, privileges, and franchises in respect to the navigation of the river Mescala, the construction of roads, and the transportation of mails in said republic, which said grants, privileges, and franchises were procured for and [in] behalf of sundry persons associated in the United States, and now represented by The Mexican Ocean Mail and Inland Company; and whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same; and whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the

United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, for themselves, their heirs, executors, administrators, and assigns, respectively, doth each for himself and not the one for the other, severally covenant, promise, and agree to and with The Mexican Ocean Mail and Inland Company that they have held, and do now hold, and will continue to hold the said contract, and any extension or renewal of it, to and for the use of The Mexican Ocean Mail and Inland Company, and their successors and assigns, as and for their sole and exclusive property, together with all the issues and profits therefrom, or payments for the same or any future increase of service under it, and that they will, in due form of law, make and execute, under the appointment in writing of the said The Mexican Ocean Mail and Inland Company, all, every, and whatever contract, covenant, agreement, or instrument that may be necessary for the development, and prosecution, and operation of a through mail line from New Orleans to San Francisco; and that the said contract shall be for the use, benefit, and profit of the said The Mexican Ocean Mail and Inland Company, their successors and assigns, and that all and every payment or appropriation for or on account of said contract, for the enlargement of the service under or for any mail thereof, shall be held, received, and taken by them for and on account of the said Mexican Ocean Mail and Inland Company, and shall be paid over to their order or appointment, or as they may in writing direct; and that they will do every necessary act or thing whereby this agreement may be in good faith fulfilled and executed by them or either of them; and the said The Mexican Ocean Mail and Inland Company doth covenant, promise, and agree that the said Albert C. Ramsey and Edward H. Carmick shall be held free and harmless of and from all loss and damages by reason of the non-performance of any of the conditions of the said contract by or on the part of those who may be legally chargeable with the performance or execution of the said contract.

In witness whereof, the parties hereto have, in duplicate, respectively and interchangeably, set their seals, and caused the same to be duly subscribed and attested, this seventeenth day of March, in the year of our Lord one thousand eight hundred and fifty-three, in the city of New York.

Witness—

SAMUEL W. MARSH.

ALBERT C. RAMSEY, [SEAL.]
EDWARD H. CARMICK, [SEAL.]
THE MEXICAN OCEAN MAIL
AND INLAND COMPANY, [SEAL.]
ROBERT G. RANKIN, *President.*

as by the last-mentioned contract or agreement will, upon reference, appear.

The plaintiffs further show, upon information and belief, that, in pursuance of the said last mentioned contract or agreement so entered into between the said Carmick & Ramsey and the Mexican Ocean Mail

and Inland Company, the said corporation assumed the whole burden of the execution of the contract aforesaid between the United States of America and the said Edward H. Carmick and Albert C. Ramsey for the transportation of mails from Vera Cruz, in Mexico, *via* Acapulco, to San Francisco, and back; and for the purposes of such contract, the said Mexican Ocean Mail and Inland Company purchased and contracted for a large number of mules and horses, and purchased and transported to Mexico coaches, wagons, and ceteras, and their appurtenances, and other rolling stock; that in the month of August, one thousand eight hundred and fifty-three, the materials for the line being collected and placed upon the route between the cities of Vera Cruz and Acapulco, the said company commenced transporting the United States mail between Vera Cruz, *via* Acapulco and San Francisco, in pursuance and in full compliance with the terms of the said contract between the United States of America and Edward H. Carmick and Albert C. Ramsey, and continued in the performance of such mail service until some time in or about the month of December, in the same year, when, in consequence of the refusal of the then Postmaster General of the United States to recognize the said mail contract as binding upon the United States of America, the said mail service was abandoned.

That, as the plaintiffs are informed and believe, the said The Mexican Ocean Mail and Inland Company, in establishing the mail route under the terms of the said contract with the United States of America, and in making preparations for and in carrying the mails in pursuance thereof, contracted a large amount of indebtedness, exceeding in the aggregate the sum of fifty thousand dollars, the whole or the greater part of which is owing and unpaid; that no sum of money whatever was paid or expended by the said Carmick & Ramsey, or either of them, or by any person in their behalf, in relation to the said mail service, or in carrying out or in attempting to fulfill the terms of their said contract with the United States of America, as aforesaid.

That, as the plaintiffs are advised and believe, the Mexican Ocean Mail and Inland Company, as between such company and the said Carmick & Ramsey, are entitled to all the advantages and benefits to be derived from the said contract between the United States of America and Carmick & Ramsey since the assignment thereof to said company by said Carmick & Ramsey, on the 17th day of March, 1853, as aforesaid, and to all damages which may have resulted by reason of any breach of the said contract.

The plaintiffs further show that, by an act of Congress passed August 18, 1856, it is provided as follows:

"SEC. 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th February, 1853, to be adjudged and awarded to them according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the

said Carmick & Ramsey, out of any money in the treasury not otherwise appropriated."

That the contract referred to in the said act of Congress is the same contract which is hereinbefore set forth.

The plaintiffs further show, upon information and belief, that the said Albert C. Ramsey and Edward H. Carmick, under the said act of Congress, have presented a claim for the damages sustained under the said contract to Elisha Whittlesey, First Comptroller of the Treasury, and have made and presented to him sundry proofs of such damages. That the damages so claimed by the said Carmick & Ramsey consist in part of the various sums of money expended and debts incurred by the Mexican Ocean Mail and Inland Company in establishing the said mail route, and in transporting the United States mails under the said contract.

That, as the plaintiffs are informed and believe, the said Elisha Whittlesey, Comptroller, as aforesaid, has not yet made his award in the said matter, but it is expected that he will report thereon in a few days.

The plaintiffs further show, upon information and belief, that the said Edward H. Carmick and Albert C. Ramsey set up and pretend that they are the sole persons entitled to damages which may be awarded in pursuance of the said act of Congress, resulting from the breach of the said contract.

The plaintiffs further show that they are apprehensive that if the award which may be made by the said Elisha Whittlesey, Comptroller, &c., in pursuance of the said act of Congress, shall be paid to the said Edward H. Carmick and Albert C. Ramsey, the same will be applied by them to their own use, in fraud of the rights of the creditors and stockholders of the Mexican Ocean Mail and Inland Company, and will be wholly lost to such creditors and stockholders.

That the said Mexican Ocean Mail and Inland Company is insolvent and unable to pay its debts, and has been insolvent for more than one year. That William Kent, of the city of New York, was, on or about the 13th day of June, 1854, appointed by the superior court of the city of New York the receiver of the property, estate, and effects of the said company, but the plaintiffs are advised and believe that the said court had not jurisdiction in the appointment of such receiver, and that no title to the property or effects of the said corporation vested in the said William Kent as such receiver.

That the plaintiff, William H. Aspinwall, is a stockholder in the said Mexican Ocean Mail and Inland Company to the amount of five hundred shares of the capital stock thereof, of the par value of fifty thousand dollars. That by the terms of the act under which such corporation was formed, each stockholder is declared to be individually liable to the creditors of the said corporation for the debts of said corporation to an amount equal to the amount of stock held by him. That the plaintiff, William H. Aspinwall, has been sued, as a stockholder of the said corporation, by certain persons claiming to be creditors of the said corporation, upon claims held by them upon said corporation, and judgments in several of which actions have been recovered against him, the said William H. Aspinwall, to an amount exceeding the sum of twelve thousand dollars.

That the plaintiffs, Robert B. Coleman and Charles A. Stetson, are stockholders of the same corporation to the amount of three hundred and seventy-five shares, of the par value of thirty-seven thousand five hundred dollars. That as such stockholders, the plaintiffs, Coleman and Stetson, have been sued by creditors of the said Mexican Ocean Mail and Inland Company upon claims against such corporation, in one of which suits a judgment has been rendered against the said Coleman and Stetson for a sum exceeding nine thousand dollars.

The plaintiffs bring this action as well in behalf of themselves as of all other stockholders, and of all creditors of the said Mexican Ocean Mail and Inland Company who may come and contribute to the expenses of this action.

The plaintiffs demand that the damages and all benefits and advantage arising or accruing under the said contract between the United States of America and Edward H. Carmick and Albert C. Ramsey, may be adjudged to belong to the said Mexican Ocean Mail and Inland Company. That the said Edward H. Carmick and Albert C. Ramsey, may be perpetually enjoined and restrained from collecting or receiving any award which may be made by the said Elisha Whittlesey, Comptroller, as aforesaid, or by any other person under or in pursuance of the provision of the act of Congress, aforesaid. That the said corporation be dissolved, and a receiver appointed of the property and estate thereof; and that such property and estate be applied to the payment of the debts of the said corporation, and the residue, if any, be distributed among the stockholders of the said corporation according to their respective rights and interests.

That in the meantime the said Edward H. Carmick and Albert C. Ramsey, and their agents and attorneys, may be enjoined and restrained from collecting or receiving, assigning or transferring, any award which may be made in pursuance of the said provision of the act of Congress, aforesaid, or any right or claim to any damage or benefit under the said contract with the United States of America; and from doing any act or thing to prejudice the rights of the Mexican Ocean Mail and Inland Company, or the creditors or stockholders of said corporation in any such award, or in such damages or benefits, and that the plaintiffs may have such other or such further relief in the premises as may seem meet.

VARNUM & TURNEY,
Plaintiffs' Attorneys.

CITY AND COUNTY OF NEW YORK, *ss.*

Charles A. Stetson, being sworn, saith: That the above complaint is true of his own knowledge, except as to the matters therein stated on information and belief, and also except as to the averment therein in respect to the stock held by William H. Aspinwall, and the suits against him therein, and as to those matters he believes it to be true.

C. A. STETSON.

Sworn this 16th day of April, 1857, before me,

JOHN FOOT,
Commissioner of Deeds.

CITY AND COUNTY OF NEW YORK, *ss.*

Paschal W. Turney, being sworn, saith: That he is one of the attorneys of the plaintiffs in this action; that he has read the above complaint, and knows the contents thereof, and that the same is true, except as the matters therein stated on information and belief, and except as to the averment in respect to the stock held by the plaintiffs, Coleman & Stetson, and the suits against them thereon, and as to those matters he believes it to be true.

That the plaintiff, William H. Aspinwall, is absent from the State of New York, and is in Europe, and deponent makes this affidavit by reason of such absence; that deponent has in his possession the original agreement between Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, set forth in the complaint, and he has a copy of the postal contract, also set forth in the complaint, the same being printed by order of Congress; that deponent is the attorney and counsel of said Aspinwall in the various suits brought against him as a stockholder of said corporation, and has had the principal management of the defense in such suits; that deponent has acquired information of the several facts stated in the complaint from the testimony taken in such suits, and from the statements of the officers of said corporation and others; and that he has derived his information of the facts relative to the proceedings taken under the act of Congress referred to in the complaint for the purpose of ascertaining the damages thereby directed to be adjusted, from letters received from Mr. Whittlesey, the First Comptroller, and others, and from the oral statements of other individuals, and from the public newspapers.

P. W. TURNEY.

Sworn, this 16th day of April, 1857, before me.

JOHN FOOT,
Commissioner of Deeds.

[SEAL.]

At a special term of the supreme court held at the city of New York on the 17th day of April, 1857—

Present: Henry E. Davis, justice.

William H. Aspinwall, Robert B. Coleman, and Charles E. Stetson, *against* Edward H. Carmick, Albert C. Ramsey, The Mexican Ocean Mail and Inland Company, and William Kent, receiver, &c.

It appearing satisfactorily to the court by the affidavits of Charles A. Stetson, one of the plaintiffs, and Paschal W. Turney, one of the attorneys of the plaintiffs, that sufficient grounds for an order of injunction exist: Now, on motion of Varnum and Turney, plaintiff's attorneys, it is ordered that the defendants, Edward H. Carmick and Albert C. Ramsey, and their agents, attorneys, and servants, do absolutely desist and refrain from collecting or receiving, assigning or transferring any award which may be made by the First Comptroller of the Treasury pursuant to the provisions of the act of Congress

passed August 18, 1856, for the damages due to them on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th day of February, 1853, or any right or claim to any damage or benefit under the said contract, and from doing any act or thing to prejudice the rights of the Mexican Ocean Mail and Inland Company, or the creditors or stockholders of said corporation in any such award or in such damages or benefits until the further order of this court. And, in case of disobedience of this order, the said defendants, Ramsey & Carmick, are to be liable to the punishment therefor prescribed by law.

STATE OF NEW YORK, *City and County of New York, ss:*

I, Richard B. Connolly, clerk of the said city and county, and clerk of the supreme court of the said State for said county, do certify that I have compared the preceding with the original order on file in my office, and that the same is a correct transcript therefrom and of the whole of such original.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 17th day of April, 1857.

[SEAL.]

RICHARD B. CONNOLLY,
Clerk.

ASPINWALL *vs.* CARMICK.

NEW YORK, *May* 1, 1858.

DEAR SIR: On the 18th of April, 1857, we served upon your predecessor, Comptroller Whittlesey, a copy of a complaint and injunction issued in the above suit, which papers are now on file in your office.

Without in any way waiving the claim of our client in the matter, as heretofore presented, we desire to withdraw the papers referred to.

Yours, very respectfully,

VARNUM & TURNEY,
Attorneys for Aspinwall.

Hon. W. MEDILL,
Comptroller of the Treasury.

Please address reply to J. B. Varnum, jr., care of Silas H. Hill, Washington city.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 53.

REPORT

OF THE

SECRETARY OF THE TREASURY,

COMMUNICATING

The results of the investigation made pursuant to the joint resolution of the 26th of February, 1857, "to prevent the counterfeiting of the coins of the United States."

JUNE 14, 1860.—Read, and ordered to be printed.

TREASURY DEPARTMENT, *June* 13, 1860.

SIR: Pursuant to the joint resolution of the 26th of February, 1857, "to prevent the counterfeiting the coins of the United States," I have the honor to report that Professors Henry Vethake and R. E. Rogers were appointed on the 18th July, 1857, commissioners to inquire "into the processes and means proposed by J. T. Barclay for preventing the abrasion, counterfeiting, and deteriorating the coins of the United States." These two gentlemen were selected for that duty from their high character as scientific men, and from their reputed familiarity with the general subjects involved in the investigation. They accepted the appointment, and appear to have pursued the inquiries with as much diligence and dispatch as they were enabled to do under the circumstances.

On the 23d April last, their report, of which a copy is herewith inclosed, was received at this department. I immediately addressed to them a letter, of which the following is a copy:

TREASURY DEPARTMENT, *April* 23, 1860.

GENTLEMEN: Your letter of the 17th instant is received with your report upon the processes proposed by Dr. J. T. Barclay for the protection of the coinage, expressing in general terms your confidence in them, but suggesting that it will be impossible to exhibit these processes in a practical shape unless a sufficient appropriation is made for the necessary machinery. Allow me to request that you estimate the cost of the machinery required for that purpose.

I beg leave further to ask from you an estimate of the probable cost of having the coinage of the Mint conducted according to Dr. Barclay's processes instead of the present mode.

I am aware that a specific and detailed estimate of this character can hardly be expected, but I will thank you to furnish such an approximation as will enable me to gather some opinion of the cost, independent of any remuneration to Dr. Barclay.

Very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

Professors ROGERS and VETHAKE,
Philadelphia.

In response to this request, I have received from the commissioners their letter of the 31st ultimo, which is herewith transmitted with the inclosures therein referred to, from which it appears that the probable cost of producing a specimen coin according to Dr. Barclay's processes is estimated at $4,300, and that a similar amount will be required for coins of each denomination, independent of the ordinary processes of the Mint, as well as any remuneration to Dr. Barclay.

The foregoing results of the investigation ordered by the joint resolution are respectfully submitted to the consideration of Congress.

Very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

Hon. JOHN C. BRECKINRIDGE,
Vice President of the United States and President of the Senate.

PHILADELPHIA, *May* 31, 1860.

DEAR SIR: We have the honor to acknowledge your letter of April 23, requesting us to furnish you with estimates of the cost of exhibiting, in practical shape, the processes proposed by Dr. James T. Barclay, for protecting the coinage and of adapting the present minting arrangements to Dr. Barclay's method; and would, in reply, transmit the inclosed communications from Mr. James F. Hieskell, Dr. Barclay's representative, and from Mr. Daniel Gilbert, machinist, and Mr. E. G. Chormann, engraver.

Desiring to place the responsibility where it should rest, we made application, on the receipt of your communication, to Mr. Hieskell for the information called for; and, after receiving from him the estimates rendered by Messrs. Gilbert & Chormann, have, by personal interviews with them, learned the grounds upon which they base their calculations, of *forty-three hundred dollars*, for their joint work.

Knowing the high personal character of these individuals, and their standing as workmen in their respective branches, we feel no hesitation in testifying to the fairness and reasonableness of their estimates, and in expressing the belief that, through their aid, the results which they promise can be accomplished.

Of the cost of substituting for the present system the minting processes of Dr. Barclay, we find it impossible to furnish an estimate, but

will endeavor, by conveying to the department the information we possess, to enable it to arrive at some general opinion.

The devices of Dr. Barclay will require scarcely any alterations—certainly no radical ones—in the coining presses, nor in the machinery for rolling the bars, nor any important changes in that for cutting the planchets. A machine for each size of coin will need to be added to such as now exist, the cost of which can only be arrived at after the work proposed by Mr. Gilbert in his estimate has been executed.

In explanation of our delay in communicating this reply, we would state that, being compelled to appeal to others for the estimates, we have deemed it proper to allow them their own time to deliberately make their calculation.

We are, with great respect, your obedient servants,

R. E. ROGERS,
HENRY VETHAKE,
1121 *Girard street.*

Hon. HOWELL COBB,
Secretary of the Treasury.

PHILADELPHIA, *May* 22, 1860.

GENTLEMEN: It gives me pleasure to reply to your communication of the 25th ultimo, in which you state that you have been requested by the Secretary of the Treasury to furnish him with an estimate of the cost of machinery requisite for producing "a specimen coin," embodying Dr. James T. Barclay's proposed plans for *protecting* the coinage of the country; also, the probable cost of having the coinage at the Mint conducted according to Dr. Barclay's method, and asking me (as the representative of Dr. Barclay) to put you in possession of the desired information.

In answer to the first query, I beg leave to inclose the estimate of Mr. E. G. Chormann (engraver and die-sinker) for the artistic, and that of Mr. Daniel Gilbert (machinist) for the mechanical branches. I have great confidence in the skill of both these gentlemen, as well as in their knowledge of the subject.

As to the second query, no specific amount could be named; but I can see no reason why the coinage, according to Dr. Barclay's method, should be more costly than the present one, (or, at all events, than the more careful and exact work of the European mints,) after the machinery had been once adapted to the new mode; which adaptation, I imagine, would not be more expensive than the renewals and alterations the present machinery is subject to. And, if the success of the former should inspire the department with confidence to undertake the latter, it will afford me sincere gratification to communicate my views as to the best manner of introducing the same in the most suitable mode.

Awaiting your further commands, I am, with high respect, yours most truly,

JAMES F. HIESKELL,
Attorney for Dr. James T. Barclay.

Professors ROBERT E. ROGERS and HENRY VETHAKE,
Commissioners, &c.

PHILADELPHIA, *May* 19, 1860.

Being conversant with the plans proposed by Dr. J. T. Barclay for the improvement of the coinage, (having been engaged in the recent experiments connected therewith,) I will agree to engrave all the dies (for the facial and peripheral devices) that may be required for the production of a specimen coin, for the sum of twenty-five hundred dollars ($2,500.) I will guaranty the same to be in accordance with recent experiment, embracing Dr. J. T. Barclay's method of improving the coinage of the United States.

Respectfully, your obedient servant,

E. G. CHORMANN.

Mr. JAMES F. HIESKELL.

PHILADELPHIA, *May* 19, 1860.

DEAR SIR: Having had several interviews with Dr. James Barclay, and by him been made acquainted with certain plans for improving the coinage of the United States, and having been for about fifteen years in the employ of the United States Mint as a practical machinist, and having knowledge of the machinery and coining operations of the Mint, and at the request of Mr. James F. Hieskell, said Dr. James Barclay's agent, I herewith engage to construct the machinery, and to produce the mechanical results as proposed by said Dr. Jas. Barclay, or his agent, Mr. James F. Hieskell.

My estimate for machinery and services is for the sum of eighteen hundred dollars; payments to be made at such times and ways as may be agreed upon at the time of the contracting.

Very respectfully submitted, by

DAVID GILBERT.

Report of the Commissioners.

PHILADELPHIA, *April* 17, 1860.

SIR: The undersigned, appointed as commissioners to examine into the methods proposed by Dr. James T. Barclay, for preventing the abrasion, counterfeiting, and deterioration of the coins of the United States, beg leave to make the following report:

We received the notification of our appointment to conduct the investigations in the summer of 1857, and so soon thereafter as our own professional engagements permitted, and the arrangements of Dr. Barclay were made for the purpose, we entered upon the duties, and have continued to devote our attention to the subject down to the present time.

Frequent and occasionally prolonged interruptions have occurred in the course of the investigation, but these have been unavoidable, and have arisen, in a great degree, from the necessity forced upon Dr.

Barclay to often spend much time in the effort to devise *cheap* expedients to accomplish ends for which the appropriation of Congress would have been altogether inadequate, had regular minting machinery been constructed.

An apartment in the Mint, at Philadelphia, was placed at our service by the director, as a workshop for Dr. Barclay, in the execution of some of the mechanical details of the experiments, and as a convenient office for our frequent interviews, and was so made use of until May, 1858. The small amount of bullion, in the shape of gold and silver planchets, which was required from time to time in the experiments, was supplied likewise by the director of the Mint. The chemical experiments have, in the main, been conducted in the laboratory of the University of Pennsylvania.

From the nature of the suggestions and devices submitted by Dr. Barclay for our examination and criticism, our inquiries have necessarily taken a somewhat wide range, and been various in their character.

They had been conducted partly by direct research through mechanical and chemical experiment, partly by tentative process, or successive steps of trial, and partly by an appeal to the experience and knowledge of practical artists and workmen; and have frequently involved the investigation of collateral matters, as preliminary to the solution of the main question. It is proper, however, in this connection, to state that, although we have pushed our examination of the subject as far as the resources at our command have permitted, and believe a point has been reached from which we are prepared to communicate to the department a definite expression of our convictions, we yet feel that, owing to a want of sufficient funds at our disposal, to defray the cost of the construction of machinery, and to compensate those who alone were competent to carry out in *practical* detail most of the proposed devices of Dr. Barclay, a *promising beginning only* has been made towards the development of a system which, when attained, cannot fail to confer the most important benefits upon society.

As indicating the character of the inquiries which have engaged our attention, and in explanation of the form we have thought it desirable to give to this communication, we herewith transcribe the memorial of Dr. Barclay, presented in 1857, and which gave rise to the action of Congress on the subject, and the joint resolution of Congress authorizing the investigation with which we have been intrusted. The former sets forth, in general terms, the propositions which Dr. Barclay assumes to establish, and the latter exhibits the sum of the instructions we have received for our guidance.

Left to decide in our own judgment upon the course best calculated to meet the views of Congress, as expressed in that resolution, and which would at the same time seem most fair to both the government and Dr. Barclay, we have deemed it proper to limit our report to a detail of such of the evils pointed out by him, to which the coins of the country are liable, as in our view came within the scope of the investigations, with an expression of opinion derived from careful experiment and other modes of inquiry, upon the feasibility and merits of the several methods and devices by which he proposes to correct them. As yet, the "processes and means for preventing the abrasion,

counterfeiting, and deterioration of the coins of the United States," into which we have been appointed to inquire, are the property of Dr. Barclay, (or have been so claimed by him,) and have, we conceive, been intrusted to our confidence solely for the purpose that their practicability should be tested, and so reported upon. To reveal them to the public in this stage of the investigation, and in the present relative position of Dr. Barclay and the government, would be to open the way to much possible interference with his rights, by those who, in this country or abroad, might feel tempted to take advantage of his suggestions. We, therefore, do not contemplate entering into any account or explanation of the *modes* by which he designs to carry into effect the details of his system, since, while such a course does not seem called for by our interpretation of the "resolution," it would involve a compromise of his private interests.

In the communications, written and otherwise, which we have received from Dr. Barclay, he has submitted the following three propositions:

First. That the coins of the United States sustain a very serious loss from the ordinary wear and tear of circulation, and that much of this amount can be as easily saved as lost.

Second. That our coins are extensively, profitably, and speciously counterfeited and impaired in value, and government thereby subjected to great expense, and society to serious inconvenience and loss, on account of this great and growing evil.

Third. That every method of counterfeiting, at all *specious* and *dangerous*, can be entirely prevented, and that all the other attempts upon the integrity of coin, that have hitherto been devised, can either be altogether frustrated, or so materially obviated as to be rendered virtually impossible.

These propositions may be treated of in the order in which they have been presented.

Natural abrasions of coin by circulation—its diminution.

That all coin in circulation suffers loss by natural abrasion, is a fact universally admitted. The *amount*, however, of the loss, or, in other words, the annual average abrasion, which it sustains, is not generally appreciated nor easily determined. Every individual occasionally meets with coin which, to the senses, gives evidence of a serious diminution of value, the result of wear, while the mints, banks, and those who deal in bullion have constant occasion to discover the same fact by an appeal to the scale beam. Yet, how long such coin has been in *active* circulation, and to what peculiar influences of abrasion it may have been subjected, are circumstances which cannot with certainty be ascertained. To solve such a question, therefore, even approximately, it becomes necessary to extend the observations over large collections of coins, and to make them upon those derived from various branches of trade and commerce. It has not, of course, been possible for us to institute any experiments of the kind, even if it had been called for in the investigation of the suggestions of a remedy by Dr. Barclay. We may, therefore, refer to the conclusions which

others have arrived at, based upon the experiments heretofore conducted upon the subject.

By experiments made in the British mint, and at the Mint of the United States, it has been ascertained:

That coins lose more the first year after they are put in circulation than subsequently.

That coins of small denominations lose more in proportion than those of large value, from the fact that smaller coins expose a greater relative surface than those which are larger.

That the loss in gold and silver is nearly the same.

The loss is estimated by Mr. Jacobs, for English coin, at one part *in four hundred and twenty in the year*, and by Prof. Tucker, for the coin of the United States, at one part in *two hundred*, for the same period.

Assuming for the calculation the intermediate figure of one part in three hundred, it may be safely concluded that in the United States the annual loss by abrasion of gold and silver coins amounts, at the date of Dr. Barclay's memorial, to scarcely less than three-fourths of a million of dollars; the bullion currency being estimated by the Secretary of the Treasury, in his annual report to Congress for 1855, at $250,000,000. At the same rate, the aggregate loss with the present increased circulation would no doubt largely exceed a million.

The suggestions of Dr. Barclay for reducing a portion of this enormous annual loss are founded upon the correctness of the facts above cited.

The method by which he proposes to save to the government that portion of the loss which all *new coin* suffers very quickly after being thrown into circulation is prompt and efficient, and commends itself for adoption.

To diminish that larger loss which the coins suffer, in their continual round of circulation, Dr. Barclay urges, and with force of good reasoning, that since the amount of abrasion of coin is in a direct ratio to its extent of surface and degree of embossment, and inversely as these are diminished, the coins of each of the dimensions, and especially the larger ones, should be reduced in diameter and made thicker, and the character of the engraving upon each face materially modified.

That this obviously important principle of contracting the surface in order to diminish the abrasion, should not have been carried further than has been done in our coinage, is ascribable doubtless to the fear of the drill and saw, a fraud to which the *increased thickness* would invite.

Were the proposed changes open to the objection, that a coin so constructed could thus be tampered with, we could not hesitate to condemn it as not only an undesirable, but a dangerous innovation.

But these changes have been submitted to us as a *part of a plan*, and cannot fairly be judged of but in connection with the other devices, with which Dr. Barclay proposes to associate them, providing against the danger of the drill and saw.

Viewed in this light, we would respectfully recommend the suggestions as well worthy the attention of the government.

In investigating next the suggestions of Dr. Barclay, having refer-

ence to the counterfeiting and debasement of the coins of the country, and in order to feel prepared to form a more correct judgment of the feasibility of the devices by which he proposes to prevent them, it became an important duty to inform ourselves, as far as practicable, of the nature of the frauds attempted upon the coinage, and the method by which they are effected.

Our inquiries have brought us to the conclusion that the counterfeits and other attempts upon the integrity of our coins are very numerous, when counted in all their slight modifications of detail, but that they may all be embraced, so far as their principal features are concerned, under the following fourteen varieties:

I. IMITATION BY CASTING.

Casting a metal of inferior value, but resembling the coin imitated as much as possible in color, specific gravity, ring, &c., is the simplest kind of counterfeiting practised, but is limited exclusively to the imitation of silver coin. It is very easily executed upon our present coin, is much practised, and, though not very specious, is dangerous.

II. THE GILDING FRAUD.

The gilding fraud is usually effected by stamping a soft metal of inferior value, and then coating it with silver or gold by means of the electro-bath, or covering it with silver or gold-leaf, as in ordinary gilding.

The die with which the impression is struck is generally a mere cast from the genuine coin, made in a hard but fusible metal. The color of the compound is immaterial, being concealed by the subsequent gilding operation. Even the sound, and, in the case of silver coins, the density also, are obtainable. This fraud, it must therefore be clearly seen, is a most specious and dangerous one. Our inquiries lead us to believe that it is carried on, at the present time, to a formidable extent.

III. COINING ALLOYS, RESEMBLING GOLD AND SILVER, BUT CONTAINING NEITHER.

This fraud consists in coining a metal of inferior value, but resembling the genuine coin as nearly as possible in color, density, and ring, either with or without a coating of precious metal. Such compositions being generally very hard, require for the impression a steel die. Nevertheless, the higher grade of skill demanded in the execution of such dies, does not exclude the production, to a very considerable extent, of this variety of counterfeit.

IV. COUNTERFEITS WITH ALLOY ABOVE THE STANDARD AMOUNT.

This fraud consists in coining a compound containing a liberal proportion of precious metal, but still much poorer than the genuine coin.

It is attended with so little profit, compared with other modes of counterfeiting on account of the skill and machinery required, that it is not extensively practiced.

V. THE ENCASING PROCESS.

This mode of counterfeiting consists in enveloping a cheap metal within thin soldered disks of precious metal, and then striking the planchet in a coining press.

With a die and press at command, the fraud is easily practiced. It has been pronounced, by the "Director of the Mint," according to the statement of Dr. Barclay, as the most dangerous which has attracted his notice.

VI. ALTERING AND GILDING CERTAIN SILVER COINS IN IMITATION OF GOLD COINS.

This fraud is performed by electro-coating, or otherwise gilding, certain silver coins, after scraping off particular portions, in order to make them conform more closely to certain gold coins which they resemble in other respects.

Some of our *old half dollars* are susceptible of being thus transformed into *eagles*.

VII. THE FACING FRAUD.

This species of deception is accomplished by removing one of the faces of a silver coin, and soldering the thin face of a gold coin of similar dimensions upon the silver coin, suitably gilded. Thus the half dollar of 1801, harmonizes sufficiently well with the eagle of our earlier coinage to deceive the unpractised.

This fraud, however, is one which cannot be extensively perpetrated, at the present time, since our gold and silver coins differ from each other, in their dimensions and designs more widely than formerly.

VIII. THE SAWING AND INSERTING FRAUD.

This fraud is practiced by sawing apart the two faces of a gold coin, and inserting between them a planchet of base metal by solder, in place of the precious metal thus removed, the circumference being gilded to conceal the interposed metal.

How far counterfeits of this description have been circulated, we have been unable to ascertain.

IX. THE DRILLING AND PLUGGING FRAUD.

This method of impairing coin is performed by drilling the coin edgewise, and plugging the perforation with base metal, the outer extremity being closed with precious metal.

Upon the larger denominations of coin, and especially of gold, there is much temptation to this fraud, since it is easily accomplished, and may be made highly remunerative.

X. THE EVICERATING FRAUD.

This very lucrative mode of impairing coin, without appreci diminishing its weight, or affecting either the impressions on its its dimensions, or its appearance, is performed by removing one o faces of the coin by means of the lathe as far as the headed circl even to the edge, and turning out so much of the contents as will l a mere shell. The corresponding thin face of another similar exactly fitting the conical aperture left by the removal of the oth then soldered on, the cavity having been previously filled with a ble alloy of platinum so exactly to preserve the correct weight.

A counterfeit of this description has been recently circulated, can be detected by those only who are expert in examining coins.

XI. THE PERIPHERAL FRAUD.

This fraud consists in removing from the circumference of coin or less of the metal by means of the turning lathe and chisel, o file. Several dimes' worth of precious metal may be thus rem from the larger gold coins, and yet the reading be so perfectly rest by the simplest mechanical device that the loss cannot be discov except by means of measurement or weighing.

It is a process easily executed, and one which we have reaso believe is practised to a very considerable extent.

XII. THE GALVANO-PLASTIC FRAUD.

By means of the electrotype process, one of the faces, and the riphery of the coin, are deposited quite thin in precious metal. other face is made in like manner, and of the exact size, and the low portion being filled with a platinum alloy of proper weight, two are adjusted and soldered together.

The accuracy and economy of this mode of copying the design coins, renders it a fraud not difficult to accomplish, and offers to honesty the incentive of large profits.

XIII. THE SWEATING FRAUD.

This method of reducing the value of coin consists in abstractin portion of precious metals by means of mercury.

If the process be carefully conducted and not carried too far,

This danger arises from the cheapness, facility, and impunity from discovery with which a profitable amount of gold or silver can be removed from the coins. Experiments have shown that it can be practised to an extent to reduce a coin almost one tenth of its value, without greatly endangering a detection of the fraud by the incautious or unobserving.

In the course of the inquiry which has enabled us to exhibit the foregoing classification, the truth has become painfully apparent, that notwithstanding the guards of artistic skill and mechanical ingenuity in aid of legal authority, by which it has been hoped to protect our coinage, the system is yet not only *open* to the frauds enumerated, but is *actually* so tampered with to an alarming extent.

We have been informed, upon good authority, that not less than *one per cent.* of the silver and as much as *two per cent.* of the gold coin in circulation is either spurious or has been impaired in value, and yet by processes so speciously performed as daily to deceive banks and brokers.

That some of the above detailed modes of counterfeiting, falsifying, or depleting our coins should be practised to the extent which is done ceases to be a matter of surprise when we reflect that during the past thirty years, amid the improvements which have arisen in machinery, and the developments made in the chemical arts, giving facility and resources to the dishonest for the accomplishment of their frauds, the *main features* of legitimate coin-making have undergone but little change. On the contrary, when it becomes understood how small is the risk of detection in the case of several of the frauds, and what little expenditure of skill and capital is requisite for conducting this most lucrative species of imposture, we may regard it as a subject of congratulation, if not of wonder, that the contamination of our currency is not greater than is found to exist.

To realize the force and justness of these remarks, it is only requisite for one to familiarize himself with these processes described in the preceding pages, under the titles of "imitation of casting," "the gilding fraud," and the "chemical reduction." To conduct them profitably, and to an extent to flood the currency with adroitly forged coins, in imitation of almost every denomination, from the silver dime up to the twenty dollar gold piece, or with the genuine coin, impaired in value by a reduction in weight, the entire stock in trade consists of a few simply-constructed molds, a quantity of inexpensive fusible alloy, a few books of gold leaf, or a solution of electrotyping liquid, with a small galvanic battery, and a few pounds of nitric and hydrochloric acids.

Such being the state of things, the question may be reasonably asked, why has not some plan been *heretofore* devised to meet so imperative a want—to arrest this grave and growing evil?

The answer, we believe, is to be found in the fact that the problem being a difficult and complex one, and offering to individual enterprise but little promise of reward, since governments alone exercise the right to issue coin, seems, until the researches of Dr. Barclay, not to have been investigated in that broad and comprehensive manner which could alone lead to satisfactory results.

By ascertaining first, through a careful survey of the subject, th nature of the various fraudulent practices to which our coins are ex posed, and thereby obtaining in a single picture, as it were, a view o the various processes in their resemblances and dissimilitudes, Dr Barclay laid for himself a groundwork upon which to construct a syste for their prevention.

By pursuing this course, it was possible, for example, to study i juxtaposition and contrast the fraud of *casting*, with that of *stampi* a base alloy, or the counterfeit of *gilding* with that of *encasing*, or eve the fraud of *plugging and drilling*, with the still more unlike proce of *chemical reduction*, and thus to be enabled to submit the preventi devices, each to the test of reason and experiment, to determine the adaptation to all the diversified exigencies they were required t encounter.

The result of a study thus directed has been the invention of a pla of coinage, which, we believe, if fully carried out by the government with the resources which it could well afford to devote to so importan an object, can scarcely fail either altogether to relieve our currenc from the frauds of counterfeiters or so far render their attempts upo its integrity unremunerative as to disarm them of their danger.

We have carefully examined, with all the means of investigation at our command, each of the several devices which Dr. Barclay proposes to include in the manufacture of coins, and would express the opinion that his suggestions are founded in good sense and upon correct principles, and that they are eminently *practical* in their nature.

They involve no violent innovations, nor any change of a kind which could offend good taste.

On the contrary, a coin so made, while less liable to loss by abrasion, even assuming that its dimensions remain unaltered, and proof against the designs of the dishonest would be no less convenient for use, nor attractive in appearance, than those now in circulation. In this connection, it is due to Dr. Barclay to bear testimony not only to the philosophic zeal which has characterized his devotion to the undertaking and the ingenuity with which he has combatted the difficulties in his paths, but also to the rational aim which has prevailed throughout his efforts to harmonize his improvement, as far as practicable, with the present state of things, so that prejudice based on long habit might be more readily led to acquiesce in his suggestions.

It has not been in our power, because of insufficient funds for the purpose, to have prepared in complete detail and finish a *specimen* coin to submit to the department. To make a *single* such piece, blending that perfection of artistic design and mechanical execution which would commend it for acceptance with the protective features Dr. Barclay desires to incorporate, would require the construction of machinery on a scale and at a cost adequate for regular mining business, and, of course, not to be attempted in a preliminary experimental inquiry.

Therefore, as already intimated by a remark made early in this communication, less expensive expedients have been resorted to by which to test the feasibility of the methods through which Dr. Barclay seeks to accomplish the ends of his undertaking.

The conclusion to which this investigation has brought us is, that it

ltogether within the reach of the present advanced skill in work-
ıship and perfection in mechanism to combine in our coinage all
improvements which Dr. Barclay would employ for the protection
he currency. In expressing this opinion, we have the sustaining
imony of some of the most experienced artizans, who express
nselves as ready both to undertake the execution of the plan, and
;uaranty its accomplishment.

n view of the results of our investigations, and of the magnitude
:he interests involved, we feel it to be our duty in concluding the
ɜent report, to recommend in the strongest terms the adoption by
ernment of such measures as may be necessary to embody in the
ctical form of a completed coin the several protective devices which
e been suggested.

'he appropriation which would be demanded for this, considerable
t might be deemed, would, we feel assured, be utterly insignificant
ımount compared with the vast pecuniary and moral benefits which
proposed reforms would confer upon the country.

Ve feel confident, from our examination of the subject, in all its
rings, that the mechanical, artistic, and scientific capacity of the
ntry, applicable to this object, *if wielded by the resources* of the
ernment, and directed as suggested by Dr. Barclay, would furnish
rotection completely setting at defiance the dishonest ingenuity
ch the limited capital of individuals could command.

Very respectfully, your obedient servant,

R. E. ROGERS.
HENRY VETHAKE.

Ion. HOWELL COBB,
Secretary of the Treasury.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 54.

REPORT

OF THE

SECRETARY OF THE INTERIOR,

COMMUNICATING,

In part, the information called for by a resolution of the Senate relative to contracts for the construction of the Patent Office building.

JUNE 12, 1860.—Read and ordered to lie on the table.
JUNE 20, 1860.—Motion to print referred to the Committee on Printing.
JUNE 22, 1860.—Report in favor of printing submitted, considered, and agreed to.

DEPARTMENT OF THE INTERIOR,
June 6, 1860.

SIR: I have the honor to acknowledge the receipt of a resolution adopted by the Senate on the 28th ultimo, calling for copies "of all contracts and supplemental contracts for the construction of the east and west wings and the north front of the Patent Office building, and for any alteration and repairs to the south front, and for the flagging, coping, and curbing around the grounds of said building, and for the granite walling and grading in said grounds, and for the iron railing around the same, specifying the amount per pound paid therefor, together with copies of the measurer's bills for all work measured."

And directing me also "to inform the Senate of the amount paid to each contractor, and whether any portion of the above work was given out without being advertised, and bids received therefor; and if so, what portions were so given out, by whom and to whom given, and what amount was paid for each part thereof."

To reply fully to this resolution, involves so much labor as to render it doubtful whether it can be accomplished before the adjournment of the present session of Congress.

Under these circumstances, therefore, I deem it proper at the present time to reply to such of the inquiries made as can now be answered, in order that the Senate may be in possession of that portion of the information sought at the earliest moment practicable, and to leave the remainder for a subsequent communication, the preparation of which will be delayed no longer than may be required to obtain the transcripts of accounts from the Treasury Department, which are indispensable for that purpose, and which I have requested to be prepared.

A resolution adopted by the House of Representatives, on the 16th of April, 1838, (House Journal, second session, Twenty-fifth Congress,

p. 762,) requires all contracts made by the Commissioner of Public Buildings to be reported annually to that body, and all the contracts on file for the erection of the Patent Office building, with the exception of one entered into between Commissioner Easby and Francis Mohun, on the 13th January, 1852, a copy of which will be found herewith, have been regularly reported from year to year, in conformity with the requirements of that resolution. Why this one was not likewise reported, I am unable to ascertain; it may have been owing to oversight merely, or to the circumstance that it was supplementary to a contract previously made, and therefore regarded as not coming strictly within the terms of the resolution above referred to.

Of all the contracts which have been reported as above, printed copies will be found in the published documents of the House of Representatives, as follows:

Contract between Ignatius Mudd, Commissioner of Public Buildings, and Provest, Winter & Symington, 16th June, 1849, for marble work and materials for east wing of the building. (See House Executive Document 28, first session Thirty-first Congress, page 1.)

Contract between same and Francis Mohun, 16th June, 1849, for carpenters' work and materials for east wing of the building. (House Executive Document 28, first session Thirty-first Congress, page 5.)

Contract between same and P. & T. Berry, 16th June, 1849, for granite work and materials for east and west wings of the building. (House Executive Document 28, first session Thirty-first Congress, page 8.)

Contract between same and Andrew Hoover, 23d June, 1849, for lime for east wing of the building. (House Executive Document 28, first session Thirty-first Congress, page 11.)

Contract between same and Thomas Crown, 26th June, 1849, for bricks. (House Executive Document 28, first session Thirty-first Congress, page 12.)

Contract between same and John Coburn, 23d July, 1849, for cement. (House Executive Document 28, first session Thirty-first Congress, page 14.)

Contract between same and F. Y. Naylor, dated 26th February, 1850, for copper roof of east wing of the building. (See House Executive Document No. 15, second session Thirty-first Congress, page 1.)

Contract between same and David Finch & Son, dated 20th May, 1850, for painting and glazing east wing of the building. (See House Executive Document No. 15, second session Thirty-first Congress, page 5.)

Contract between same and John Flaherty & William Sibrey, 28th June, 1850, for part of plastering east wing of the building. (House Executive Document 15, second session Thirty-first Congress, page 9.)

Contract between same and William Brown & Charles Sioussa, 28th June, 1850, for part of plastering east wing of the building. (See House Executive Document 15, second session Thirty-first Congress, page 11.)

Contract between William Easby, Commissioner of Public Buildings, and William Turner, 28th April, 1851, for painting old portion

of the building. (See House Miscellaneous Document 66, first session Thirty-second Congress, page 9.)

Contract between William Easby, Commissioner of Public Buildings, and William Richards, 31st May, 1851, for bricks. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and James Esline, 5th June, 1851, for bricks. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and David Finch & Son, 19th August, 1851, for painting and glazing. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and Beebe & Co., 19th August, 1851, for heating apparatus for east wing. (House Miscellaneous Document 66, first session Thirty-second Congress, page 38.)

Contract between William Easby, Commissioner of Public Buildings, and John Skirving, 20th August, 1851, for superintending work of Beebe & Co. (House Miscellaneous Document 66, first session Thirty-second Congress, page 39.)

Contract between William Easby, Commissioner of Public Buildings, and J. W. Thompson, 7th November, 1851, for gas fitting for east wing of the building. (House Miscellaneous Document 66, first session Thirty-second Congress, page 40.)

Contract between William Easby, Commissioner of Public Buildings, and Provest, Winter & Symington, 19th March, 1852, for marble work and materials for west wing of the building. (House Miscellaneous Document 23, second session Thirty-second Congress, page 1.)

Contract between William Easby, Commissioner of Public Buildings, and Alexander Rutherford, 28th April, 1852, for marble mantels for east wing of the building. (House Miscellaneous document 23, second session Thirty-second Congress, page 6.)

Contract between William Easby, Commissioner of Public Build ings, and James Esline, 18th April, 1853, for bricks for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 3.)

Contract between William Easby, Commissioner of Public Buildings, and Avery E. Smoot, 30th March, 1853, for lime for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 4.)

Contract between William Easby, Commissioner of Public Buildings, and J. H. Stewart, 30th March, 1853, for sand for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 6.)

Contract between William Easby, Commissioner of Public Buildings, and Timothy O'Neale, 19th April, 1853, for blue rock. (House Miscellaneous Document 9, first session Thirty-third Congress, page 8.)

Contract between William Easby, Commissioner of Public Buildings, and Lenman & Brother, 19th May, 1853, for lumber for west

wing of the building. (House Miscellaneous Document 11, second session Thirty-third Congress, page 6.)

Contract between John B. Blake, Commissioner of Public Buildings, and John F. Connolly, for marble work and materials for the north front of the building, 21st April, 1857. (House Executive Document No. 40, first session Thirty-fifth Congress, page 21.)

Contract between John B. Blake, Commissioner of Public Buildings, and Samuel Cassidy and William Higgins, for granite and granite work for the north front of the building, 1st May, 1857. (House Executive Document No. 40, first session Thirty-fifth Congress, page 24.)

It will be observed that all these contracts but the last two were entered into during the incumbency of my predecessors, and, indeed, prior to the appointment of the present Commissioner of Public Buildings, July 1, 1855.

Of the two entered into by the present Commissioner of Public Buildings, under my direction, a printed copy is herewith submitted, from an examination of which, and the accompanying papers, it will be perceived that they were made in strict conformity with the requirements of the act of August 31, 1852, regulating contracts.

The others, also, I presume to have been fully authorized by the laws in force when they were respectively made.

Under these contracts the greater part of the materials and work for the Patent Office building have been procured and paid for, including the "flagging, coping, and curbing around the grounds of said building," and all the granite walling, "with the exception of that of the sub-basement story of the north front," which was paid for under an arrangement made by my immediate predecessor, at a deduction of 22 per cent. from the prices previously allowed.

But, although most of the materials and work have been thus obtained and executed, it is, nevertheless, true that the contracts did not include the entire amount of the materials and work required in the erection of the Patent Office building, nor am I aware of the existence of any law rendering it necessary that they should.

Thus, the brick and a portion of the stone work, the greater portion of the plastering and roofing, a part of the carpenter's work, painting, plumbing, and gas-fitting, grading the grounds around the building, and surrounding them with an iron railing, have been done in some cases by persons employed by the day, and in others by the employment of persons of approved mechanical skill and fidelity, upon terms deemed in all respects most advantageous to the government.

The accounts on file in the Treasury Department will exhibit in detail the payments which have been made for the various classes of work, and I have requested a copy of them to be prepared for the use of the Senate.

They are, however, quite voluminous, and, as before intimated, some time must of necessity elapse before the transcripts can be furnished, as required by the resolution.

A report made by my predecessor on the 10th March, 1854, in answer to a resolution of the Senate, dated 23d February, 1854, (Senate

Executive Document No. 48, first session Thirty-third Congress,) will, however, be found to contain a statement of payments which had at that time been made on account of contracts entered into subsequent to the passage of the act of August 31, 1852, and I respectfully refer thereto for as much of the information now called for as is therein contained.

I have the honor to be, very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

Hon. J. C. BRECKINRIDGE,
President of the Senate.

Supplementary contract between William Easby, Commissioner of Public Buildings, and Francis Mohun, contractor.

Whereas, on the 16th day of June, 1849, a contract was entered into "by and between the Commissioner of Public Buildings, for and on behalf of the United States of America, on the one part, and Francis Mohun, of the city of Washington, master carpenter, builder, and contractor, as therein specified, for the furnishing of lumber and executing the carpenters' and joiners' work of the Patent Office wing, on the other part;" and whereas sundry alterations and additions have been made, thereby changing, in some instances, the entire character of the work, and rendering it difficult and uncertain to run a parallel between the work as contracted for and the work as executed; it is therefore,

Agreed, by and between the parties aforesaid, that the said Francis Mohun shall be paid as follows:

For all the window frames throughout the building, at the rate of 25 per cent. deduction from measurement price, which shall include the hardware, fastenings, and lumber.

For all the doors, door frames, and door trimmings throughout the building, at the rate of 16 per cent. deduction from measurement price, which shall include the lumber, hardware, and locks.

For all the centering throughout the building, except the large exhibition room of the third story, at the price stipulated in the contract.

For the centering of the large exhibition room of the third story, 66⅔ per cent. advance on the price for centering stipulated in the contract, which advance is hereby agreed to in pursuance of authority given to the Commissioner of Public Buildings by an official letter from the Department of the Interior, under date of July 23, 1851, a copy of which is hereunto annexed.

For all other work *specified* in the aforesaid contract, at the prices therein set forth and provided for.

For all other work *not specified* in the aforesaid contract, at the rate of twenty per cent. deduction from measurement price.

And it is further agreed by the parties that this supplementary contract shall not, in any way, vitiate the conditions of the aforementioned

original contract, excepting so far as it relates to the provisions herein contained; and that in all other particulars it remains in full force, as binding on the parties as though these conditions had not been entered into.

Thus covenanted and agreed by the parties this 13th day of January, 1852, as witness their seals.

WM. EASBY, [SEAL.]
Commissioner of Public Buildings.
FRAS. MOHUN, [SEAL.]

Signed in presence of—
JOHN P. INGLE.

Approved:

ALEX. H. H. STUART,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, July 23, 1851.

SIR: Mr. Francis Mohun has presented at this department a bill for "centering" for the arches over the gallery in the east wing of the Patent Office building, with your indorsement thereon refusing to pay the same without an order from the department, because of the prices charged being above those specified in Mr. Mohun's contract. It is represented that the plan of the building, with reference to which the contract was made, was for three floors of office rooms, and that such plan was subsequently changed, and the present gallery determined on instead of the third floor of rooms; that the superintendent, Mr. Mills, in directing the centering to be done for the gallery, stipulated with Mr. Mohun "for a fair and equitable additional allowance, graduated upon the increased expense of labor;" and that the measurer, Mr. John C. Harkness, has certified that the said centering "has been increased to the contractor, as near as can be estimated, sixty-six and two thirds per cent., in consequence of dispensing with the third floor of office rooms, and introducing the lofty gallery."

Under these circumstances, I think the bill ought to be paid; and you are therefore authorized to settle it, if otherwise correct.

I am, &c., your obedient servant,

A. H. H. STUART,
Secretary.

COMMISSIONER OF PUBLIC BUILDINGS.

DEPARTMENT OF THE INTERIOR,
January 10, 1852.

I certify that the foregoing is a true copy from the records of this department.

D. C. GODDARD,
Chief Clerk.

IN THE HOUSE OF REPRESENTATIVES, *January* 5, 1858.

Letter from the Secretary of the Interior, transmitting a report of the Commissioner of Public Buildings of the contracts made by his office during the year 1857.

DEPARTMENT OF THE INTERIOR,
Washington, January 20, 1858.

SIR: I have the honor to transmit to you herewith, to be laid before the House of Representatives, the communication of the Commissioner of Public Buildings, dated the 17th ultimo, and the copies of contracts made in his office in the year 1857, and of other papers, as required by a resolution of the House of the 16th April, A. D. 1838.

Very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

Hon. JAMES L. ORR,
Speaker of the House of Representatives of the United States.

OFFICE OF THE COMMISSIONER OF PUBLIC BUILDINGS,
December 17, 1857.

SIR: In compliance with a resolution of the House of Representatives, dated 16th of April, 1838, I respectfully transmit to you herewith copies of the contracts made with this office during the current year.

Very respectfully, your obedient servant,

JOHN B. BLAKE,
Commissioner.

Hon. JACOB THOMPSON,
Secretary of the Interior.

WASHINGTON, *February* 18, 1857.

SIR: The undersigned proposes to furnish and set the marble and marble work required in the erection of the north front of the Patent Office building, agreeable to plan and specification. The marble to be similar in kind and quality to that used in the east and west wings, and the work to be executed in the same manner as the work on the said wings, and to be finished in any reasonable time, at the following prices, viz:

Cube stone, per superficial foot, one dollar and eighteen cents...	$1 18
Beds and bills, per superficial foot, twenty-four cents.....	24
Extra cube stone, per cubic foot, one dollar and twelve and a half cents.....	1 12½

Cornice, in two beds, per superficial foot, one dollar and sixty cents	1 60
Blocking course, per superficial foot, eighty-three cents	83
Frieze to entablature, per superficial foot, one dollar and eighteen cents	1 18
Architrave, per superficial foot, ninety-two cents	92
Drops to cornice, per lineal foot, one dollar	1 00
Triglyphs, each, twenty-seven dollars	27 00
Caps of pilasters, each, fifty-nine dollars	59 00
Channels of basement, per lineal foot, twenty cents	20
Marble tiling, per superficial foot, eighty-two cents	82
Windor sills, per superficial foot, seventy-nine cents	79

Respectfully, &c.,

ALEX. RUTHERFORD.

Hon. R. McCLELLAND,
Secretary of the Interior.

SIR: I propose to furnish the marble and marble work of the north front of the Patent Office building at the following prices, the marble to be of the same kind used in construction of east and west wings of the building, a specimen of which I herewith submit for your inspection:

Cube stone, per superficial foot	$1 27
Bebs and bills, per superficial foot	24
Extra cube stone, per cubic foot	1 09
Cornice, in two beds, per superficial foot	1 33
Blocking course, per superficial foot	84
Frieze to entablature, per superficial foot	1 08
Architrave to entablature, per superficial foot	1 08
Drops to cornice, per lineal foot	1 08
Triglyphs, each	30 00
Caps of pilasters, each	79 20
Channels of basement, per lineal foot	18
Marble tiling, per superficial foot	74
Window sills, per superficial foot	72

And will complete the work in twelve months from the time the buildings are ready to commence setting the marble.

Your obedient servant,

JOHN F. CONNOLLY.

Hon. R. McCLELLAND,
Secretary of the Interior.

BALTIMORE, *April* 6, 1857.

DEAR SIR: My neighbor, Mr. Connolly, is afraid that he may yet lose his contract for building the northern part of the Patent Office

rough misrepresentations made by some of his rivals, and he wishes
e again to see you upon the subject.
But I have assured him that there is no occasion for me to do more
an remind you of what I had the pleasure to state in our conversa-
on, that Mr. C. is a competent marble mason, is a perfectly honest
d reliable man, and one of the truest of our political friends here.
He tells me that an attempt has been, or will be, made to disparage
e quality of his marble, and wishes me to say that he can and will
rnish marble of quality equal to any that has been used by the gov-
nment; and further, that he has made arrangements to obtain this
aterial from the *very same* quarries that have heretofore furnished
e best marble.
He states, further, that the commissioners to whom your predecessor
ferred the bids for this work have reported in favor of his proposal.
this be so, I hope you will see that justice is done to the claims of
e who, to my personal knowledge, has the strongest merits, both
rsonal and political.
I am exceedingly anxious that some of the government benefits
ould be enjoyed by the good men of our party.
I am, very truly and respectfully, yours,

H. MAY.

Hon. JACOB THOMPSON,
Secretary of the Interior, Washington.

PATENT OFFICE BUILDING,
April 16, 1857.

SIR: I have the honor to report that I have, at your request, visited
e marble quarries in Texas, Baltimore county, from which Mr.
nnoly proposes to furnish the materials for the erection of the north
nt of Patent Office building.
There is an abundance of marble there, and the quarry that he is
w working contains a quantity of excellent white marble. I see no
fficulty in his procuring the necessary supply.
I am, sir, very respectfully, your obedient servant,

EDWARD CLARK,
Superintendent of Patent Office Building.

Hon. J. THOMPSON,
Secretary of the Interior.

WASHINGTON, *February* 17, 1857.

SIR: I propose to furnish the marble and marble work required in
e erection of the north front of the Patent Office building, according
plans and specifications, at the following prices, to wit:

be stone, per superficial foot, one dollar and twelve and one half cents	$1 12½
ds and bills, per superficial foot, nineteen cents	19
tra cube stone, per superficial foot, one dollar and eight cents	1 08

Cornice in two beds, per superficial foot, one dollar and forty cents	$1 40
Blocking course, per superficial foot, seventy-five cents	75
Frieze to entablature, per superficial foot, one dollar and twelve and one half cents	1 12½
Architrave, per superficial foot, eighty-five cents	85
Drops to cornice, per lineal foot, ninety cents	90
Triglyphs, each twenty-six dollars	26 00
Caps of pilasters, each fifty dollars	50 00
Channels of basement, per lineal foot, eighteen cents	18
Marble tiling, per superficial foot, seventy cents	70
Window sills, per superficial foot, seventy cents	70

WM. RUTHERFORD.

Hon. R. McCLELLAND,
Secretary of the Interior.

BALTIMORE, *February* 17, 1857.

We, the undersigned, propose to furnish and execute the marble and marble work for the north front of the Patent Office building, as per schedule in advertisement, viz:

Cube stone, per superficial foot	$1 20
Beds and bills, per superficial foot	20
Extra cube stone, per cubic foot	1 20
Cornice in two beds, per superficial foot	1 90
Blocking course, per superficial foot	99
Frieze to entablature, per superficial foot	1 20
Architrave, per superficial foot	1 45
Drops to cornice, per lineal foot	1 50
Triglyphs, each	26 75
Caps to pilasters, each	66 00
Channels of basement, per lineal foot	18
Marble tiling, per superficial foot	75
Window sills, per superficial foot	95

And to complete the above-named work in eighteen months from the time the building is ready to receive it.

Respectfully,

MAXWELL, JOHNSON & MEAD.

Hon. R. McCLELLAND,
Secretary of the Interior.

FEBRUARY 18, 1857.

SIR: In accordance with your advertisement, under date of December 18, 1856, inviting bids for the marble and marble work for the north front of the Patent Office, we respectfully submit the following proposal, which embraces all the material, hauling, dressing, setting, and furnishing with all tools, machinery, and every other expense necessary for the entire completion of the said marble and marble work.

stone, per superficial foot	$1 28
and bills, per superficial foot	28
cube stone, per cubic foot	1 28
e, two beds, per superficial foot	2 11
ing course	1 09
of entablature, per superficial foot	1 24
trave of entablature, per superficial foot	1 59
to cornice, per lineal foot	2 00
phs, each	27 00
f pilasters, each	35 50
els, per lineal foot	22
ills, per superficial foot	1 09

terial of which we propose to do the above work is similar nd quality to that used in the construction of the east and s of the building, and we submit these wings as specimens e propose to furnish for the north front, as we shall obtain ial from the same beds in the same quarries.

ther propose to execute the entire work called for by your nent, in ten (10) months from the time the foundations are us to proceed, provided no obstructions are thrown in the her branches of the work.

l other marble work in and about the north front of the fice, not enumerated in this bid, and being similar to that in ving, then the same prices are to govern.

will further state that, if we were permitted to furnish the om the quarries on the west side of the railroad, known as uarries, we could complete the work at a reduced price from it bid. The stone referred to is similar in general character ne on the east side of the railroad; but we know that it is compactness and color, and we feel unwilling to offer it, or t to take advantage of its cheapness.

spectfully, your obedient servants,

PROVEST, WINTER & Co.

. McClelland,
Secretary of the Interior.

Washington, City, *February* 18, 1857.

propose to execute the marble work required in the construc- e north front of the Patent Office building, equal in all re- work of the same kind done on the east and west wings, materials, hauling, dressing and setting, machinery, and enses. The work to be finished in sixteen working months, lowing prices, viz:

e, superficial foot	$1 45
bills	19
e stone, per cubic foot	90

Cornice in two beds, per superficial foot	$
Blocking course, per superficial foot	
Frieze to entablature, per superficial foot	
Architrave, per superficial foot	
Drops to cornice, per lineal foot	
Triglyphs, each	2
Caps to pilasters	6
Channels of basement, per lineal foot	
Marble tiling, per superficial foot	
Window sills, per superficial foot	

See specimen, marked G. C.

Yours, &c.,

GILBERT CAMERO

Hon. R. McClelland,
Secretary of the Interior.

Washington, D. C., *February* 17, 18

Sir: Agreeably to your advertisement in the Union and other nals, published in this city, inviting proposals for the marble marble work, and the granite and granite work, for the north of the Patent Office building, I herewith propose to furnish all th or may be required of either material, for the following prices, w includes labor and materials complete.

Your obedient servant,

WILLIAM VAN RISWIC

Hon. R. McClelland,
Secretary of the Interior.

SCHEDULE.

Granite.

Cube stone, per superficial foot		$1
Beds and bills, per superficial foot		
Extra cube stone, per cubic foot		
Cornice in two beds, per superficial foot,	top	1
	bottom	2
Blocking course, per superficial foot		1
Frieze to entablature, per superficial foot		1
Architrave, per superficial foot		1
Drops to cornice, per lineal foot		2
Triglyphs, each		22
Caps of pilasters, each		34
Channels of basement, per lineal foot		
Window sills, per superficial foot		

Marble.

›e stone, per superficial foot	$1 27
.s and bills, per superficial foot	30
›ra cube stone, per cubic foot	84
nice in two beds, per superficial foot, top	1 98
nice in two beds, per superficial foot, bottom	2 23
cking course, per superficial foot	1 14
ɜze to entablature, per superficial foot	1 29
:hitrave, per superficial foot	1 53
›ps to cornice, per lineal foot	2 10
glyphs, each	25 33
›s of pilasters, each	37 63
›nnels to basement, per lineal foot	19
›ble tiling, per superficial foot	90
ndow sills, per superficial foot	1 00

Ve, the undersigned, Charles S. Wallach and Benedict Milburn, do eby guaranty that if the foregoing proposal is accepted, that Wil- a Van Riswick will bond, with proper and sufficient securities, in h sum as may be required for the faithful execution of the contract very particular.

CHARLES S. WALLACH.
B. MILBURN.

VASHINGTON, *February* 17, 1857.

'he granite and marble which I propose to furnish will be equal in d and quality to that in the east and west wings of the building, furnished in such quantities and at such times as may be required the government.

WILLIAM VAN RISWICK.

WASHINGTON, *February* 19, 1857.

IR: I yesterday proposed for the whole of the marble and granite k required for the north front of the Patent Office building, and he aggregate of each proposal made has yet to be computed, so as etermine the lowest responsible bidder, I deem it proper to most ›ectfully communicate to you that, previous to making up my bid, lled at the superintendent's office, to examine the *specifications* ch your advertisement said could be seen there, and none could be vas produced; moreover, a bill of quantities was not to be had, so each item could have been carried out and the aggregate of each seen as they were opened.

'his loose way of furnishing the necessary information for bidders › be regretted, as it renders a contract, made merely on plans, vague uncertain, of which there is unquestionable evidence to be found Ex. Doc. No. 28, first session Thirty-first Congress, by examining first contracts for the granite and marble work made for the east west wings of this building, and comparing them with the exhibit

made in Ex. Doc. No. 48, Thirty-third Congress, first session, or same work, and the bids made yesterday. It is, therefore, to be h that you will require the superintendent to produce his bill of qu ties at once, so that each bidder can compare them with the p and determine for themselves the correct aggregates of their bids re tively.

My proposal is based on reasonable prices, and I am prepar bond for its faithful fulfillment in every particular.

Your obedient servant,

WILLIAM VAN RISWIC

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, *February* 18, 18

I hereby propose to furnish, haul, dress, and set all the gr required for the north front of the Patent Office building, accordi the plans and specifications, the material to be equal in quality to used in the wings, as per sample marked A No. 1; the whole completed in eighteen months from the time the cellar walls are r to receive the cut stone, and for the following prices:

Plain-faced cube stone, per superficial foot	$
Beds and bills, per superficial foot	
Extra cube stone, per cubic foot	
Cornice in two beds, per superficial foot	
Blocking course, per superficial foot	
Frieze to entablature, per superficial foot	
Architrave, per superficial foot	
Drops to cornice, per lineal foot	
Triglyphs, each	2
Pilaster caps, each	5
Channels of basement, per lineal foot	
Window sills, per superficial foot	

Respectfully submitted,

JOHN WALKE

BALTIMORE, *February* 17, 185

The undersigned propose to furnish and execute the granite granite work for the north front of the Patent Office building, as schedule in advertisement, viz:

Cube stone, per superficial foot	$1
Beds and bills, per superficial foot	
Extra cube stone, per cubic foot	
Cornice in two beds, per superficial foot	1
Blocking course, per superficial foot	
Frieze to entablature, per superficial foot	1
Architrave, per superficial foot	1
Drops to cornice, per lineal foot	1

;lyphs, each	$26 00
s of pilasters, each	50 00
nnels of basement, per lineal foot	18
ıdow sills, per superficial foot	90

l to complete the above-named work in eighteen months from the) the building is ready to receive it.

Respectfully,

MAXWELL, JOHNSTON & MEAD.

on. R. McClelland,
Secretary of the Interior.

Washington, *February* 25, 1857.

ir: The undersigned, being bidders for the marble and granite k of the north front of Patent Office, would respectfully state, that r understand that you have referred the several bids for said build- to a committee of gentlemen in order that they should investigate same, and report for acceptance that proposal which they in their gment should deem most advantageous to the government; and eving that our bids are as low as said work can be done for in a litable manner and with the best material, we beg leave to call r attention to the basis upon which our estimate was made; our posal intended that the marble should be fully equal in quality to t used in the east and west wings, and from a quarry at Texas, in timore county, well known in Baltimore and Washington as pro- ing the best of material, and an inspection of the quarry would sfy you there is sufficient in quantity for any amount of work. granite bid was based on procuring that material from the quar- of Messrs. Sumwalt & Green, the reputation of which stone is well wn in this city and Baltimore, and which we believe costs per ic foot ten or eleven cents more than the northern granite. We ıld furthermore state that, should our bids, or either of them, be sidered favorably, we will submit to you the most ample testimony m gentlemen of the highest and most respectable standing in Bal- ore and Washington) of our ability to execute in good faith with government this contract, should it be awarded to us.

MAXWELL, JOHNSON & MEAD.

Hon. R. McClelland,
Secretary of the Interior.

Washington, *February* 18, 1857.

Sir: The undersigned propose to execute the granite work for the th part of the Patent Office building, as per advertisement of the erior Department dated December 20, 1856, at the rates in the edule below, which is twenty-two per cent. below the prices of the tract for the granite work of the east and west wings of said build- ; the stone and workmanship to be equal in all respects to that in

those wings which we have done, and to which we respectfully refer; and we further propose to complete the whole on or before the 1st day of December, 1857.

Cube stone, per foot, superficial	$1 17
Beds and bills, per foot, superficial	23
Extra cube stone, per foot, superficial	94
Cornice, per foot, superficial	2 00
Blocking, per foot, superficial	1 17
Frieze to entablature, per foot, superficial	1 60
Architrave, per foot, superficial	1 85
Drops to cornice, per foot, superficial	3 00
Triglyphs, each	45 00
Caps to pilasters, each	90 00
Channels of basement, per lineal foot	18
Window sills, per foot, superficial	78

All of which is most respectfully submitted.

BERRY & MOHUN.

Hon. ROBERT MCCLELLAND,
Secretary of the Interior.

BALTIMORE, MD., *February* 17, 1857.

The undersigned propose to furnish the granite and granite work in the north front of the Patent Office building, as called for in the department advertisement of December 18, 1856, to following schedule:

Cube stone, per superficial foot, eighty-eight cents	$0 88
Beds and bills, per superficial foot, eighteen cents	18
Extra cube stone, per cubic foot, fifty cents	50
Cornice in two beds, per superficial foot, eighty-eight cents	88
Blocking course, per superficial foot, sixty cents	60
Frieze to entablature, per superficial foot, seventy cents	70
Architrave, per superficial foot, sixty-two cents	62
Drops to cornice, per lineal foot, forty cents	40
Triglyphs, each, (blocks 4 feet 2 inches by 2 feet 8 inches) per block, thirty dollars	30 00
Caps of pilasters, each, ninety-seven dollars	97 00
Channels of casement, per lineal foot, nineteen cents	19
Window sills, per superficial foot, fifty cents	50

The workmanship and granite will be equal in quality to that in the east and west wings of the building, and completed in twelve months.

Very respectfully,

GAULT & BRO.,
No. 32 West Pratt street, Baltimore.

Hon. R. MCCLELLAND,
Secretary of the Interior.

FEBRUARY 26, 1857.

MY DEAR SIR: Messrs. Cyrus & Mathew Gault, formerly from New Hampshire, desire me to express to you my knowledge of their character and responsibility for whatever they undertake.

I believe them to be, from a long personal knowledge, gentlemen of probity; and I should, without any hesitation, trust to the faithful fulfillment of any contract they may make.

Yours, truly,

FR. PIERCE.

Gov. MCCLELLAND,
Secretary of Interior.

WASHINGTON CITY, *February* 18, 1857.

SIR: I propose to execute the granite work required in the construction of the north front of the Patent Office building, equal in all respects to work of the same kind done on the east and west wings, including materials, hauling, dressing, and setting machinery, and other expenses, (the work to be finished in sixteen working months,) for the following prices, viz:

Cube stone, per superficial foot at	$1 21
Beds and bills at	18
Extra cube stone, per cubic foot	70
Cornice in two beds, per superficial foot	1 00
Blocking course, per superficial foot	1 00
Frieze to entablature, per superficial foot	1 18
Architrave, per superficial foot	1 25
Drops to cornice, lineal foot	1 00
Triglyphs, each	26 50
Caps to pilasters, each	47 00
Channels of basement, lineal foot	16
Window sills, per superficial foot	95

See specimens, marked G. C.

Yours, &c.,

GILBERT CAMERON.

Hon. R. MCCLELLAND,
Secretary of the Interior.

WASHINGTON, *April* 6, 1857.

SIR: By an act of Congress passed March 3, 1849, (see United States Statutes at Large, vol. ix., p. 364,) an appropriation was made authorizing the erection of the wings of the Patent Office building. Under that authority, and under the direction of the then Secretary of the Interior, the Honorable T. Ewing, a contract was made by the

Commissioner of Public Buildings with the undersigned for furnishing and setting all the granite work of said extension or wings.

We have gone on and done said work, and are authorized to say to the entire satisfaction of the several distinguished gentlemen who preceded you, the present honorable Commissioner of Patents, as well as the architect and superintendent, Mr. Edward Clark.

Congress, at the session before last, made an appropriation towards the erection of the north front wing or extension of said building. We claimed the granite work under our contract, and think a reasonable and liberal construction of it warrants us. The late honorable Secretary (under circumstances that we or Mr. Clark could more readily explain verbally, if your time permitted, than in this communication) directed Mr. Clark to cause us to proceed with the work of the basement of said north front, with which we are now progressing; but after which he concluded to advertise for proposals for all that part of the work above the basement, and received those proposals a week or two before the close of the late administration, and then left the whole matter undecided and open.

We now most respectfully ask your honor's attention to an examination of our contract before you finally dispose of the case; it can be found in Ex. Doc. No. 28, House of Representatives, first session Thirty-first Congress, and particularly to that clause of it which is in the following words:

"And it is further agreed by and between the said parties, that should any *addition* or *abatement* of the work described and on the drawings to be furnished by the said superintendent not of a character described in this contract be made by him, timely notice thereof in writing shall be given to the said P. & T. Berry by the said Commissioner of Public Buildings, and the work thus in *addition* or *abatement* to be rated and paid for or deducted according to the prices hereunto annexed, as near as may be, on the valuation of said superintendent."

It has been thoroughly tested that we have been receiving no more than a fair and reasonable compensation under our contract for the work, all circumstances considered; besides, the work of the basement, that we have now in progress, is, in price, if carefully analyzed, below the average of the bids received by the late Secretary.

We have all the fixtures and facilities now on hand to do the work promptly, as you can be readily informed; and it is our firm conviction that the government would in the end be greatly the gainer by continuing us to the close of the work. As regards our character and standing, if necessary, we could refer you to many distinguished friends of your own, among them the Honorable R. W. Johnson, of Arkansas.

With the highest consideration and respect, we are your obedient servants,

P. & T. BERRY

Hon. JACOB THOMPSON,
Secretary of the Interior.

DEAR SIR: I propose to furnish granite, hauling, dressing, and setting, including all machinery and expenses, for the north front of the Patent Office, for the following prices:

Cube stone, per superficial foot	$1 15
Beds and bills, per superficial foot	23
Extra cube stone, per cubic foot	68
Cornice in two beds, per superficial foot	2 10
Blocking course, per superficial foot	90
Frieze to entablatures, per superficial foot	1 35
Architrave, per superficial foot	1 15
Drops to cornice, per lineal foot	50
Triglyphs, each	17 90
Caps of pilasters, each	35 00
Channels of basement, per lineal foot	40
Window sills, per superficial foot	90

The granite to be of the same quality as that now being used in the Post Office extension, so well known to the heads of departments as the "Baltimore" county granite.

Very respectfully, M. B. EMERY.

Hon. R. MCCLELLAND,
Secretary of the Interior.

QUINCY, MASS., *February* 14, 1857.

SIR: The undersigned propose to furnish all the granite required above the sub-basement story in the erection of the north front of the Patent Office building, including hauling, dressing, setting, machinery and other expenses; the stone to be of the same quarry as those in the west wing, and hammered and set equally as well, in all respects, as those furnished for the west wing, which shall be the sample for this, if it is the wish of the department, both in stalk and workmanship, or other stone will be furnished, if required, and agreeable to your advertisement, dated December 18, 1856, and be all completed within eighteen months, or less time, if the department should require it, for the following prices, viz:

Cube stone, per superficial foot, at	$1 25
Beds and bills, per superficial foot, at	19
Extra cube stone, per cubic foot, at	70
Cornice in two beds, per superficial foot, at	1 00
Blocking course, per superficial foot, at	1 00
Frieze to entablatures, per superficial foot, at	1 50
Architrave, per superficial foot, at	1 50
Drops to cornice, per lineal foot, at	4 00
Triglyphs, each at	35 00
Caps to pilasters, each at	96 00
Channels of basement, per lineal foot, at	22
Window sills, per superficial foot, at	65

E. C. SARGENT.
E. FREDERICK.

Hon. R. MCCLELLAND,
Secretary of the Interior.

Know all men by these presents: That we, E. C. Sargent, of Quincy, in the county of Norfolk, and Commonwealth of Massachusetts, stone-cutter, as principal, Eleazer Frederick, of Quincy, Massachusetts, also as principal, and A. W. Russell, of said Quincy, and Octavius T. Rogers, of Milton, in said State of Massachusetts, as sureties, are held and stand firmly bound and obliged unto the United States of America in the full and just sum of ten thousand dollars, to be paid unto the said United States or their assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated the thirteenth day of February, in the year of our Lord one thousand eight hundred and fifty-seven.

The condition of this obligation is such that, whereas the above bounden E. C. Sargent, stone-cutter and master workman, has made proposals to the Department of the Interior of the said United States to furnish such granite and granite work as may be required above the sub-basement story in the erection of the north front of the Patent Office building, upon the specifications and conditions advertised by said department: now, if the said proposals shall be accepted, and the said Sargent, on being notified thereof, shall enter into and execute a contract and bond with and to the United States for the faithful performance of the same, in such final sum as the said department may require, with proper and sufficient sureties, then this bond and obligation shall be void; otherwise to remain in full force.

ELEAZER FREDERICK, [SEAL.]
E. C. SARGENT, [SEAL.]
A. W. RUSSELL, [SEAL.]
OCTAVIUS T. ROGERS. [SEAL.]

In presence of—
ELIAS HOOK,
B. F. HALLETT.

CHARLES DAVIS, witness to Russell & Rogers.

OFFICE OF THE UNITED STATES DISTRICT ATTORNEY,
District of Massachusetts, February 14, 1857.

I hereby certify that the sureties, A. W. Russell and Octavius T. Rogers, who have signed the within guarantee, are known to me as residents of this district and citizens of the United States, and that I believe them to be amply sufficient for the amount thereof, and that the guarantee is good.

B. F. HALLETT,
United States Attorney.

WASHINGTON, *February* 18, 1857.

We, the undersigned, propose to covenant with the United States to furnish the granite and execute the cutting and hammering and

setting of same, agreeable to your advertisement, for north front of Patent Office.

Cube stone, per superficial foot	$1 06
Beds and bills, per superficial foot	18
Extra cube stone, per cubic foot	68
Cornice in beds, per superficial foot	1 24
Blocking course, per superficial foot	96
Frieze to entablature, per superficial foot	1 10
Architrave, per superficial foot	1 30
Drops to cornice, per lineal foot	1 00
Triglyphs, each	38 00
Caps of pilasters, each	75 30
Channels of basement, per lineal foot	21
Window sills, per superficial foot	70

We propose to furnish granite similar in kind and quality to that used in the wings of the building, and finish the same in fifteen months from date of completion of basement.

SAMUEL CASSIDY & CO.

Hon. SECRETARY OF THE INTERIOR.

QUINCY, MASSACHUSETTS, *February* 14, 1857.

SIR: The Granite Railway Company, of Quincy, Massachusetts, and William C. Poland, of Boston, Massachusetts, hereby offer to furnish, under your advertisement of December 18, 1856, all the granite required in the erection of the north front of the Patent Office building, including material, hauling, dressing, setting, machinery, and other expenses, and complete the same within one year and four months from date, according to the following schedule of prices, viz:

Cube stone, per superficial foot	$1 35
Beds and bills, per superficial foot	17
Extra cube stone, per cubic foot	70
Cornice in two beds, per superficial foot	1 12
Blocking course, per superficial foot	1 09
Frieze to entablature, per superficial foot	1 45
Architrave, per superficial foot	1 35
Drops to cornice, per lineal foot	6 00
Triglyphs, each	45 00
Caps of pilasters, each	78 00
Channels of basement, per lineal foot	33
Window sills, per superficial foot	55

Very respectfully, your obedient servants,

GRANITE RAILWAY COMPANY,
By J. B. WHITCHER, *Agent*,
WM. C. POLAND.

Hon. R. MCCLELLAND,
Secretary of the Interior.

We herewith inclose guarantee.

In consequence of the interruption of communication between Boston and Washington, our sample has not arrived; one may be seen at the Treasury Department.

BOSTON, MASSACHUSETTS, *February* 9, 1857.

We, the undersigned, W. D. Ticknor, of Boston, and George Penniman, of Milton, in the State of Massachusetts, as guarantors, hereby bind ourselves in the sum of five thousand dollars, that the above-named Granite Railway Company and William C. Poland will, if their offer be accepted, enter into contract, as before required, with the United States; and, in case of their failure to do so, we bind ourselves to pay the above sum to the United States.

W. D. TICKNOR,
GEORGE PENNIMAN.

Witness to signatures:
HENRY L. HALLETT.
C. P. THOMPSON.

DISTRICT OF MASSACHUSETTS,
February 9, 1857.

I certify that the above-named W. D. Ticknor and George Penniman are known to me to be good and responsible guarantors in this case, and are citizens of the United States, and residents in this district.

B. F. HALLETT,
United States Attorney.

DEPARTMENT OF THE INTERIOR,
February 27, 1857.

SIR: In accordance with proposals issued by the department for the erection of the north front of the Patent Office, various bids have been received, opened, and the various calculations made in relation to the quantity of work and the bids therefor, respectively; but being desirous of your advice and opinion as to which of said bids for the granite work and which for the marble work is the lowest and best bid, under all the circumstances, for the government, I have addressed a letter to Mr. Walter, the architect, and also to Captain Meigs, requesting their attendance at your office on to-morrow morning, at eleven o'clock, in order that I can avail myself of the aid which the opinions of the three cannot fail to afford me, in the determination I am officially called upon to make.

Respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

COMMISSIONER OF PATENTS.

Proposals received at the Department of the Interior, February 18, 1857, *for furnishing marble and marble work for the north front of the Patent Office building, under the advertisement of December* 18, 1856.

Names.	Cube stone, per superficial foot.	Beds and bills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Marble tiling, per superficial foot.	Window sills, per superficial foot.
Alexander Rutherford	$1 18	$0 94	$1 12½	$1 60	$0 83	$1 18	$0 92	$1 00	$27 00	$59 00	$0 20	$0 82	$0 79
John F. Connelly	1 27	24	1 09	1 33	84	1 08	1 08	1 08	30 00	79 20	18	74	72
William Rutherford	1 12½	19	1 08	1 40	75	1 12½	85	90	26 00	50 00	18	70	70
Maxwell, Johnson & Mead	1 20	20	1 20	1 90	99	1 20	1 45	1 50	26 75	66 00	18	75	95
Provest, Winter & Co.	1 28	28	1 28	2 11	1 09	1 24	1 59	2 00	27 00	35 50	22	.....	1 09
Gilbert Cameron	1 45	19	20	1 17	1 15	1 45	1 48	95	29 50	65 00	18	73	1 05
William Van Riswick	1 27	30	84	Top, 1 98 Bot., 2 23	1 14	1 29	1 53	2 10	25 33	37 63	19	90	1 00

I hereby certify that the above bids were opened by me this day (the 18th February, 1857,) in presence of Moses Kelly, Charles S. Fraley, George C. Whiting, and a number of the bidders, and that each paper is marked with my initials.

R. McCLELLAND, *Secretary of the Interior.*

Proposals received at the Department of the Interior, February 18, 1857, *for furnishing marble and marble work for the north front of the Patent Office building, under the advertisement of December* 18, 1856.

Names.	Cube stone, per superficial foot.	Beds and bills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Marble tiling, per superficial foot.	Window sills, per superficial foot.	Total.
Alexander Rutherford	$1 18	$0 94	$1 12½	$1 60	$0 83	$1 18	$0 92	$1 00	$27 00	$59 00	$0 90	$0 82	$0 79	$75,491 55
John F. Connelly	1 27	94	1 09	1 33	84	1 08	1 08	1 08	30 00	79 90	18	74	72	74,746 81
William Rutherford	1 12½	19	1 08	1 40	75	1 12½	85	90	26 00	50 00	18	70	70	68,164 09
Maxwell, Johnson & Mead	1 20	20	1 20	1 20	99	1 20	1 45	1 50	26 75	66 00	18	75	95	80,717 94
Provost, Winter & Co	1 28	28	1 28	2 11	1 09	1 24	1 59	2 00	27 00	35 50	22	.....	1 09	*75,822 94
Gilbert Cameron	1 45	19	90	1 17	1 15	1 45	1 48	95	29 50	65 00	18	73	1 05	78,214 32
William Van Riswick	1 27	30	84	Top, 1 98 Bot., 2 23	1 14	1 29	1 53	2 10	25 33	37 63	19	90	1 00	87,754 83

* Tiling omitted in this bid, 15,734 square feet.

under the advertisement of December 18, 1856.

Names.	Cube stone, per superficial foot.	Beds and bills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Marble tilling, per superficial foot.	Window sills, per superficial foot.
Alexander Rutherford	$1 18	$0 24	$1 12½	$1 60	$0 83	$1 18	$0 92	$1 00	$27 00	$59 00	$0 20	$0 82	$0 79
John F. Connelly	1 27	24	1 09	1 33	84	1 08	1 08	1 08	30 00	79 20	18	74	72
William Rutherford	1 12½	19	1 08	1 40	75	1 12½	85	90	26 00	50 00	18	70	70
Maxwell, Johnson & Mead	1 90	20	1 90	1 90	99	1 20	1 45	1 50	26 75	66 00	18	75	95
Provost, Winter & Co.	1 28	28	1 28	2 11	1 09	1 24	1 59	2 00	27 00	35 50	22	.....	1 09
Gilbert Cameron	1 45	19	90	1 17	1 15	1 45	1 48	95	29 50	65 00	18	73	1 05
William Van Riswick	1 27	30	84	Top, 1 98 Bot., 2 23	1 14	1 29	1 53	2 10	25 33	37 63	19	90	1 00

I hereby certify that the above bids were opened by me this day (the 18th February, 1857,) in presence of Moses Kelly, Charles S. Frailey, George C. Whiting, and a number of the bidders, and that each paper is marked with my initials.

R. McCLELLAND, *Secretary of the Interior.*

Proposals received at the Department of the Interior, February 18, 1857, *for furnishing granite and granite work for the north front of the Patent Office building, under the advertisement of December* 18, 1856.

Names.	Cube stone, per superficial foot.	Beds and bills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Window sills, per superficial foot.	Total.
John Walker	$0 99	$0 15	$0 69	$4 50	$0 90	$1 25	$1 50	$3 00	$27 35	$54 00	$0 15	$0 79	$76,735 01
Maxwell, Johnson & Mead	1 18	20	90	1 50	75	1 25	1 20	1 50	26 00	50 00	18	90	54,558 65
Berry & Mohun	1 17	23	94	2 00	1 17	1 60	1 85	3 00	45 00	90 00	18	78	67,265 37
Gault & Brother	86	18	50	88	60	70	62	40	30 00	97 00	19	50	38,553 86
Gilbert Cameron	1 21	18	70	1 00	1 00	1 18	1 25	1 00	26 50	47 00	16	95	50,562 97
William Van Riswick	1 47	23	62	Top, 1 80 Bot., 2 00	1 05	1 19	1 40	2 15	22 75	34 62	32	93	64,890 60
M. B. Emery	1 15	23	68	2 10	90	1 35	1 15	50	17 90	35 00	40	90	58,322 72
E. C. Sargent & E. Frederick	1 25	19	70	1 00	1 00	1 50	1 50	4 00	35 00	96 00	22	65	57,182 86
Samuel Cassidy & Co	1 06	18	68	1 24	96	1 10	1 30	1 00	38 00	75 30	21	70	50,889 04
Granite Railway Co. and Wm. C. Poland	1 35	17	70	1 12	1 09	1 45	1 35	6 00	45 00	78 00	33	55	61,139 85

WASHINGTON, D. C., *February* 28, 1857.

DEAR SIR: In examining the schedule and bids we assume that the results of the calculations furnished to us are correct, and we find that the lowest bidder for marble and marble work, Mr. William Rutherford, has not complied with the conditions of the advertisement, which required the time of completion to be specified. We think that good faith to the bidders requires this bid, therefore, to be rejected.

The next lowest bidder is J. F. Connolly, whose bid amounts to $74,746 81. As the specimen of marble supplied by him appears to be of the quality required by the advertisement, we recommend that the contract be assigned to him, if, upon examination of his quarry by the architect or some proper person under the direction of the department, it appears to be capable of furnishing a sufficient quantity of the proper material.

We recommend that he be required to give $20,000 security for the entire and satisfactory completion of the contract within the time specified, which is twelve months from the time when the walls will be ready to commence setting the marble.

We also recommend that the specimen of marble submitted by him be carefully preserved to avoid dispute hereafter as to its quality.

Among the bids for granite work we find the lowest bid to be that of Gault & Brother, which amounts to $38,553 86. We think this bid too low, and that it will be impossible to complete the work for the prices named. In view of the delays which always result from entering into such contracts—delays which no security will prevent—we cannot recommend that this bid be accepted.

The next lowest bid is that of Mr. Gilbert Cameron. It amounts to $50,562 97. The specimen of material submitted is so much inferior to that offered by the next bidders, Samuel Cassidy & Co., amounting to $50,889 04, who offer to furnish the same material as that used in the wings of the building, that the difference in cost ($326 07) will be more than compensated by the difference in the appearance of the building.

We therefore recommend that the contract be assigned to Samuel Cassidy & Co., they to be required to give security in $20,000 for its entire completion of the same material as the wings, and within fifteen months from the completion of the basement.

CHARLES MASON,
THOMAS U. WALTER,
M. C. MEIGS,
Committee of Inspection.

The SECRETARY OF THE INTERIOR.

Articles of agreement made and concluded this twenty-first day of April, A. D. eighteen hundred and fifty-seven, between John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, on the one part, and John F. Connolly, marble mason and *contractor for executing* the marble work of the north front of

the Patent Office building, in the city of Washington, on the other part:

Whereas, by an act of Congress, approved the eighteenth day of August, A. D. eighteen hundred and fifty-six, an appropriation was made towards erecting the north front of the Patent Office building, and it is intended to use in the erection of said north front a quantity of marble and marble work;

And whereas the said John F. Connolly is willing and does hereby undertake and contract to provide marble, equal to the specimen furnished, and cut and set the same in the said north front, in the best and most workmanlike manner, according to the directions, and subject to the approval of the superintendent in charge thereof;

Now, therefore, it is agreed by and between the parties hereto, in the manner following:

On the part of the said Commissioner of the Public Buildings, it is hereby covenanted and agreed with the said John F. Connolly—

That, in consideration of the materials hereby stipulated to be furnished, and work to be done, and on the conditions hereinafter specified, the said Commissioner of Public Buildings will pay, or cause to be paid, to the said John F. Connolly, as the work progresses, at periods not oftener than once a month, the value of the work as actually done and set in the wall, on the approval of the superintendent, according to the prices as hereinafter stated, reserving in all cases ten per cent. as collateral security for the fulfillment of this contract in the time and manner specified; the sum accruing from these ten per cent. reservations, as collateral security, to be afterwards paid to the said John F. Connolly only when this contract shall have been fully executed and complied with. All payments to be made by the said Commissioner of Public Buildings to the said John F. Connolly, to be upon the certificate of the superintendent in charge, or such other person as the Commissioner of Public Buildings may designate.

And on the part of the said John F. Connolly, it is hereby covenanted and agreed, as follows:

That, in consideration of the said payments to be made to him, he shall and will, at his own proper cost and expense, provide all marble required in the erection of the said north front, prepare and set the same in due time, agreeably to the designs, plans, and directions of the superintendent in charge, in the best and most workmanlike manner. The said marble to be furnished from the quarries at Texas, in Baltimore county, Maryland, and to be the best white quality, fully equal to the specimen; and also, at his own proper cost and expense, provide the necessary scaffolding, rigging, tools; and also, all the materials and labor, and hauling of all kinds required or employed in transporting, removing, preparing, and setting the same; the said marble to be worked in the city of Washington. And the said John F. Connolly further agrees, under the penalty of the forfeiture of the percentage retained, to finish the marble work in twelve months after the sub-basement is ready to receive the marble work, provided he shall not be obstructed by the delays of the other departments of the work over which he has no control.

And it is further agreed by and between the said parties, that should any addition or abatement of the work enumerated in the schedule be made, it shall be valued, by the superintendent, *pro rata* with the prices in the following schedule:

Cube stone, per superficial foot	$1 27
Beds and bills, per superficial foot	24
Extra cube stone, per cubic foot	1 09
Cornice, in two beds, per superficial foot	1 33
Blocking course, per superficial foot	84
Frieze to entablature, per superficial foot	1 08
Architrave, per superficial foot	1 08
Drops to cornice, per lineal foot	1 08
Triglyphs, each	30 00
Caps of pilasters, each	79 20
Channels of basement, per lineal foot	18
Marble tiling, per superficial foot	74
Window sills, per superficial foot	72

And it is hereby further agreed by and between the said parties, that should the said John F. Connolly at any time during the progress of the work, have any quantity of materials cut and ready for setting, which he is unable to set in the building by reason of the other branches not being sufficiently advanced, the same, if required by him, shall be valued and paid for, deducting ten per cent. as the assumed cost of setting, as well as the ten per cent. reserved as collateral security.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

It is also expressly understood by and between the parties hereto, that if Congress should fail to make the appropriations necessary to carry on the erection of the said north front, then, in such case, the execution of this contract shall be suspended without thereby creating any claim upon the United States by said contract.

In witness whereof, they have hereunto interchangeably set their hands and seals, the day and year first hereinbefore written.

JNO. B. BLAKE,
JOHN F. CONNOLLY.

In presence of—
R. J. ROCHE,
GREGORY ENNIS.

Know all men by these presents, that we, John F. Connolly, John B. Connolly, and Thomas F. Connolly, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars in lawful money of the United States, to be paid to the United States, or to its proper agent or attorney duly authorized to receive the same, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, in

the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals this twenty-seventh day of April, in the year of our Lord eighteen hundred and fifty-seven.

The condition of the above obligation is such that if John F. Connolly, his heirs, executors, administrators, or assigns, do and shall well and truly execute and comply with, in all its conditions, a contract entered into by said John F. Connolly on the one part, and John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the other part, dated the twenty-first day of April, A. D. eighteen hundred and fifty-seven, and hereto prefixed, by which the said John F. Connolly has contracted to furnish, cut, and set the marble work for and in the north front of the Patent Office building, at his own proper cost, and upon the terms and conditions therein stipulated, then the above obligation to be void and of none effect; otherwise to remain in full force and virtue in law.

JOHN F. CONNOLLY, [L. S.]
JOHN B. CONNOLLY, [L. S.]
THOMAS F. CONNOLLY, [L. S.]

Signed, sealed, and delivered in presence of—
WM. MEADE ADDISON,
JOHN L. HANAN.

I hereby certify that the parties to the foregoing bond are personally known to me, and that I believe them to be good and sufficient for the amount of the penalty herein specified—the two last named obligors being of themselves sufficient.

WM. MEADE ADDISON,
United States Attorney for the District of Maryland.

BALTIMORE, *April* 27, 1857.

Approved, May 11, 1857.

J. THOMPSON,
Secretary of the Interior.

Articles of agreement made and concluded this first day of May, anno Domini eighteen hundred and fifty-seven, between John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the first part, and Samuel Cassidy and William Higgins, doing business under the firm of Cassidy & Co., granite-cutters, and contractors for executing the granite work of the north front of the Patent Office building, in the city of Washington, of the second part.

Whereas, by an act of Congress approved the eighteenth day of August, A. D. eighteen hundred and fifty-six, an appropriation was made towards erecting the north front of the Patent Office building; and it is intended to use in the erection of said north front a quantity of granite and granite work.

And whereas the said parties of the second part do hereby under-

take and contract to do all the granite work above the sub-basement story, and provide granite equal to that used in the rear of the wings of the said Patent Office building, and to cut and set the same in the said north front in the most workmanlike manner, according to the directions and subject to the approval of the superintendent in charge thereof—

Now, therefore, it is agreed by and between the parties hereto in the manner following:

On the part of the said party of the first part, it is hereby covenanted and agreed to, and with the said party of the second part: That, in consideration of the materials hereby stipulated to be furnished and work to be done, and on the conditions hereinafter specified, the said party of the first part will pay, or cause to be paid, to the said party of the second part, as the work progresses, at periods not oftener than once a month, the value of the work as actually done and set in wall, on the approval of the superintendent, according to the prices as hereinafter stated; reserving in all cases ten per cent. as collateral security for the fulfillment of this contract in the time and manner specified; the sum accruing from these ten per cent. reservations, as collateral security, to be afterwards paid to the said party of the second part only when this contract shall have been fully executed and complied with; all payments to be made to be upon the certificate of the superintendent in charge, or such other person as the Commissioner of the Public Buildings may designate.

And on the part of the said party of the second part it is hereby covenanted and agreed as follows:

That in consideration of the said payments to be made to them, they shall and will, at their own proper cost and expense, provide all granite required above the sub-basement story in the erection of the said north front; prepare and set the same in due time, agreeably to the designs, plans, and directions of the superintendent in charge, in the best and most workmanlike manner; the said granite to be equal in quality to that used in the rear of the wings of the said Patent Office building; and also, at their own cost and expense, provide the necessary scaffolding, rigging, tools, and also all the materials and labor, and hauling of all kinds required or employed in transporting, preparing, and setting the same.

And the said party of the second part further agree, under the penalty of the forfeiture of the percentage retained, to finish the granite work in fifteen months after the sub-basement is ready to receive the granite work, provided they shall not be obstructed by delays of the other departments of the work, over which they have no control.

And it is further agreed by and between the said parties, that should any addition or abatement of the work enumerated in the schedule be made, it shall be valued by the superintendent *pro rata* with the prices in the following schedule:

Cube stone, per superficial foot	$1 06
Beds and bills, per superficial foot	18
Extra cube stone, per cubic foot	68
Cornice in two beds, per superficial foot	1 24
Blocking *course, per superficial* foot	96

Frieze to entablature, per superficial foot	$1 10
Architrave, per superficial foot	1 30
Drops to cornice, per lineal foot	1 00
Triglyphs, each	38 00
Caps of pilasters, each	75 30
Channels of basement, per lineal foot	21
Window sills, per superficial foot	70

And it is further agreed by and between the said parties, that should the said party of the second part, at any time during the progress of the work, have any quantity of materials cut and ready for setting, which they are unable to set in the building by reason of the other branches not being sufficiently advanced, the same, if required by them, shall be valued and paid for, deducting ten per cent. as the assumed cost of setting, as well as the ten per cent. reserved as collateral security. The work to be measured as that in the wings.

And, for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

It is also expressly understood, by and between the parties hereto, that, if Congress should fail to make the appropriation necessary to carry on the erection of the said north front, then, in such case, the execution of this contract shall be suspended, without thereby creating any claim upon the United States by said contractors.

In witness whereof they have hereunto interchangeably set their hands and seals, the day and year first hereinbefore written.

JOHN B. BLAKE,
SAMUEL CASSIDY,
WILLIAM HIGGINS.

In presence of—
W. P. MOHUN,
R. J. ROCHE.

Know all men by these presents, that we, Thomas Berry and Francis Mohun and Samuel Cassidy and William Higgins, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the United States, or to its proper agent or attorney duly authorized to receive the same, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, this fourth day of May, in the year of our Lord eighteen hundred and fifty-seven.

The condition of the above obligation is such that if the said Samuel Cassidy and William Higgins, doing business under the firm of Cassidy & Co., their heirs, executors, administrators, or assigns, do and shall well and truly execute and comply with, in all its conditions, a contract entered into by said Cassidy & Co., on the one part, and John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the other part, dated the first day of

May, A. D. eighteen hundred and fifty-seven, and hereto prefixed, by which the said Cassidy & Co. have contracted to furnish, cut, and set the granite work for and in the north front of the Patent Office building, at their own proper cost, and upon the terms and conditions therein stipulated, then the above obligation to be void and of none effect, otherwise to remain in full force and virtue in law.

THOMAS BERRY, [L. S.]
FRANCIS MOHUN, [L. S.]
WILLIAM HIGGINS, [L. S.]
SAMUEL CASSIDY, [L. S.]

In presence of—
WILLIAM N. KEEF,
J. W. BURNS.

The names of Samuel Cassidy and William Higgins signed in presence of—
O. W. MOORE,
THOMAS H. BAIRD, jr.

I hereby certify that the parties to the foregoing bond are personally known to me, and that I believe them to be good and sufficient for the amount of the penalty therein specified.

PHILIP BARTON KEY,
United States Attorney.

Approved May 11, 1857.

J. THOMPSON.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 55.

REPORT

OF

THE SECRETARY OF WAR,

IN ANSWER TO

A resolution of the Senate of inquiry whether any orders have been issued by his directions by which a preference is directed to be given to specified individuals in contracts, purchases, or in furnishing supplies.

JUNE 22, 1860.—Read, and ordered to be printed.

WAR DEPARTMENT, *June* 21, 1860.

SIR: I have received the resolution adopted by the Senate on the 13th instant, directing the Secretary of War to communicate to that body "whether any orders have been issued by his direction from the Quartermaster General, Commissary General, or ordinance officers, by which a preference is directed to be given to specified individuals in contracts, purchases, or in furnishing supplies under either of their departments, and, if so, that he report the reasons for not allowing competition in those cases; and that the report be made at this session of Congress."

I simply have the honor to say, that a full answer to this resolution might be made in the simple statement that I have never given any order to any officer named, or to any other "by which a preference was directed to be given to a specified individual, in contracts, purchases, or furnishing supplies," in "which competition was not allowed." But as special reference is made to certain officers, I deem it proper to report fully to the Senate the detailed transactions in each of these bureaus, that my action in all these matters may fully and distinctly appear.

My order to the Quartermaster General, the first officer concerning whom the resolution makes inquiry, will fully appear from the accompanying report from that office, which I have directed to be made with careful and minute detail.

From this report and the accompanying official communications from the Quartermaster General to me, the Senate will see that the exigencies of the service imperatively demanded that my orders to the quartermasters should be given to procure the supplies. I waited, to the last moment, with the hope that appropriations might be made to furnish supplies in the ordinary manner.

On the 17th of February, 1857, I received from the Quartermaster General a letter, *of which* the following is an extract:

"It is time that all of the arrangements of the quartermaster's department were being made for the operations in Utah already ordered; but the appropriations, as you are aware, are entirely exhausted, and nothing can be done, either in the procurement of supplies, of the means of transportation, or of cavalry and artillery horses, unless an appropriation be speedily made by Congress, or the Secretary of War exercise the authority vested in him by the sixth section of an act of Congress entitled 'An act in addition to the several acts of Congress for the establishment and regulation of the Treasury, War, and Navy Departments,' approved May 1, 1820, which authorizes contracts to be made, without appropriations for their fulfillment for the subsistence and clothing of the army, and for the quartermaster's department.

"Hoping that the necessary appropriations would be made, I have delayed asking your attention to the act above-mentioned from day to day, and week to week, until it would perhaps be jeopardizing the best interests of the service to delay longer."

Although a due regard to the best economy for the service might have prompted me then to give the orders desired, I preferred to wait still further the action of Congress. On the 5th of March, the following letter was written to me by the Quartermaster General, presenting such a picture of the public service, that I could no longer hesitate to perform what was an obvious duty.

"QUARTERMASTER GENERAL'S OFFICE,
"*Washington, March* 5, 1858.

"SIR: The appropriations for the quartermaster's department are entirely exhaused, and the service is everywhere paralyzed for the want of means."

* * * * * * * *

"The estimates now on my table from the military departments and posts throughout our territory, extending from the Atlantic to the Pacific, and from the Kennebec and Puget's Sound, to Florida Point and Arizona, including the drafts before-mentioned, exceed a million and a half of dollars. If appropriations cannot be obtained in a very few days, I most respectfully but *urgently* recommend that the power vested in the Secretary of War by the act of Congress of the 1st of May, 1820, which authorizes contracts for the subsistence and clothing of the army, and for the quartermaster's department, without appropriations, be exercised. Every hour's delay will add to the expenditure.

"THOMAS S. JESUP,
"*Quartermaster General.*

"Hon. JOHN B. FLOYD,
"*Secretary of War, Washington city.*"

When the supplies, then absolutely necessary for the service, were procured under the orders then given, every precaution was taken to insure the purchase of them at the cheapest rates. And, whilst no article, as far as I know or ever heard, was bought above the market price, some important supplies were purchased at very material re-

ductions on prices formerly paid. I may instance the important item of wagons, upon which a reduction of twelve and a half per cent. was effected, and which is, no doubt, permanent.

In the commissary's department I have, on two occasions, ordered contracts to be made; they are set forth in the accompanying report from that bureau.

It will be remembered by the Senate that a very large reduction was made by the last Congress in the estimates of the War Department for the support of the army. This reduction fell with its chief weight upon the quartermaster's department, and especially so on the estimate for transportation. To avoid the necessity of exceeding the appropriations it became imperatively necessary to resort to every means at the command of the War Department to diminish the expenses of the army, and most particularly in the item of transportation.

Russell, Majors, and Waddell were the contractors for transporting army supplies to Utah, and, by the terms of the agreement with the Quartermaster General, they were entitled to a reasonable notice of what freight was to be transported, and, upon the preparation of the needful transportation, it was further agreed that, if the government, from any cause, should fail or refuse to furnish the freight, then the government should take the transportation so provided at its cost.

Notice had been given by the Quartermaster General to the contractors to prepare transportation for supplying the flour for the army in Utah. This transportation had been prepared in conformity with the notice. A considerable part of the flour had been purchased and was started on the route. At this time the contractors proposed to furnish the flour necessary for the army in Utah, and which they had gotten notice to transport, at the actual price which it would cost if bought as usual and transported. I was advised by the Quartermaster General to accept this proposition, and I ordered it to be accepted because the government saved thereby all losses upon flour arising from the transportation of so large a quantity from St. Louis to Salt Lake, and which had the year before exceeded the sum of $50,000, and because this arrangement transferred the chief cost of the flour from the Quartermaster's Bureau, which was in imminent danger of a deficiency, to the Commissary Bureau, which was in no such danger, and, lastly, because it would, without any risk to the public interests, demonstrate the fact whether this important article could be furnished certainly for the wants of the army in that remote Territory.

Up to that time the strong and concurrent opinion of the officers in Utah was against relying upon that Territory for supplies. I was then, as I am still, satisfied that this arrangement was the very best that could have been made for the public interests.

The contract directed to be given to Mr. Taliaferro for supplies in Arizona sprung very much from the same causes, and had in view the same objects. In this case, care was taken to fix the prices at the lowest rates, and by this experimental contract it was hoped to establish the fact that supplies for the troops could be furnished in that Territory, and thereby save the losses which would necessarily follow from the transportation of such supplies over such an immense distance through so hot a climate. This contract resulted in a propos-

tion from others to furnish supplies in Arizona, and finally in one from the first contractor to supply the troops for two years at a reduction of twelve per cent. on former prices. In view of the large immigration, which it was understood was taking place to the mining regions of the Territory, and the increased force intended to be sent there for operations against the Indians, I could not doubt but that the best interests of the government demanded the acceptance of this offer. It is, however, to be apprehended that, from advancing rates of produce, this contract is likely to fall through, as will be seen from the accompanying communication from a commissary officer at Fort Buchanan. If it fails for the reasons stated by the commissary it will prove the contract to have been one of saving and economy to the public service; if it should be carried out it will result in a very large gain to the country.

The price of all articles to be furnished was established by reference to prices previously paid for similar articles by the commissary department in the same region of country, and by adding the cost of transportation to such as were previously purchased in the States by advertisement. The cost of transportation was also fixed by having been let to the lowest bidder.

As regards the Ordnance Office, many orders for the purchase, by the Colonel of Ordnance, of arms, equipments, ordnance, and ordnance stores, have been given by me in conformity with law and usage. They were for articles which the law does not require to be obtained by contracts on previously invited proposals; which it has not been usual so to obtain; and which, in most, if not all, cases, cannot be advantageously or properly so obtained, including, as they do, special arms and articles for experimental purposes not to be found in the general market. When, in these orders, the persons were specified from whom the purchases were to be made, they were sometimes regular manufacturers of, or dealers in, the articles to be supplied; sometimes patentees, holding exclusive rights; and the requisite precautions were always taken to secure the public interests, both as regards the quality of the articles and the prices paid. It is evident that, in most of such purchases, general competition is impossible, and experience has fully shown that for the procurement of cannon, small arms, and ordnance stores, invitations for bids are by no means conducive to the public interest, but are detrimental. The law does not require, nor has it ever been the usage to make them.

I will be allowed to specify one order which I gave for the purchase of iron for manufacturing gun-carriages, because it has been made the subject of remark in the Senate. The importance of iron for gun-carriages has been made the subject of repeated communications by me to Congress, and they have been advised that experiments were in progress to establish its practicability and usefulness. At the commencement of these experiments the cost of the proper iron for them was high, and was purchased by the Ordnance Bureau without reference especially to me. The prices thus paid amounted to seventeen and one eighth cents per pound, as I found from the bill paid the Trenton Iron Works. The prices for this character of iron became materially lower, and I ordered the Colonel of Ordnance to purchase a supply of

the same iron from the New York Architectural Iron Works, at prices averaging from four to eight cents per pound, which proved of the best quality, and is in process of manufacture into gun-carriages, and in continuation of necessary experiments.

Statements of all contracts of every sort and description have been, heretofore, communicated by me to Congress, and can be found in the documents transmitted from the War Department to both houses at the commencement of each session.

I do not know that there has been any change in the system of purchasing supplies for the army during the last three years, from the policy previously pursued, except that bids have been much more generally invited by advertisement in the newspapers than has been the case since the Mexican war.

From the general character of the resolution of inquiry, my answer has necessarily been, for the most part, general. I take the occasion, however, to inform the Senate that it will afford me gratification to respond to inquiries for information or explanation in regard to any specific acts of my administration of the War Department which may be deemed by that honorable body of sufficient importance to require such action on their part.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. JOHN C. BRECKINRIDGE,
President of the Senate.

QUARTERMASTER GENERAL'S OFFICE,
Washington, December 22, 1859.

SIR: Your letter of the 9th ultimo, covering a copy of a contract made by Lieutenant John R. Cooke with T. W. Taliaferro, to supply the post of Buchanan, has been received.

In reply to the latter part of the letter, you are informed that the view you take of the design of the Secretary of War, when he directed that arrangements should be made with Mr. Taliaferro "for the army supplies and stores that may be needed for the service in the Territory of Arizona," is correct, and that it was his intention to allow that gentleman for them the market price in Arizona, and not to favor him at the expense of the treasury, and he regrets that the officer who made the contract did not govern himself accordingly. The contract, however, having been made, the government is bound by it in paying for the grain that may have been delivered on the receipt of this letter; but for the residue that may be required, you will not allow Mr. Taliaferro more than the market price at Fort Buchanan, and at the time of its delivery.

By order:

E. S. SIBLEY,
Major and Quartermaster.

Lieutenant H. RANDALL,
Acting Assistant Quartermaster, Fort Buchanan, N. M.

It is not considered that you are ordered by the Secretary of pay a certain fixed sum to Mr. Taliaferro for army supplies contract with him at prices not exceeding those now paid.

By order: E. S. SIBLEY,
Major and Quartern

Lieutenant JOHN R. COOKE,
Acting Assistant Quartermaster, Fort Buchanan, N. M.

QUARTERMASTER GENERAL'S OFFICE,
Washington, December 24, 1

SIR: Your letter of the 14th ultimo, in relation to the consti of the order of the Secretary of War in your favor, dated Mar 1859, has been received, and I am directed by the Quartermaster eral to say that it was not the intention of the Secretary of W give you a contract to the prejudice of the interests of the U States. The Secretary's language, "at prices not exceeding *heretofore* paid," does not convey the idea you seem to entertain, it is an order to contract with you *at* the prices *heretofore* paid those only; but means that you are to have the preference if you furnish the supplies needed on as favorable terms as they may be cured from others; and that you are *not to be paid a higher rate* has *heretofore* been paid for similar articles in the same region of try. To pay you higher prices for supplies than those at which could be procured from others, would be not only unjust to the ernment, but illegal, and is not an admissible interpretation Secretary's order.

No contract with this department is completed until it has be proved by the War Department; and as the articles of agre entered into by Lieutenant J. R. Cooke, acting assistant quarte ter, and yourself, at Fort Buchanan, on the 12th of September,

OFFICE ACTING COMMISSARY OF SUBSISTENCE,
Fort Buchanan, New Mexico, May 8, 1860.

COLONEL: Herewith I have the honor to transmit estimates of funds required for the purchase of flour, beans, and fresh beef for the troops that are to be stationed in this Territory, (Arizona.) The estimates are for one year, dating from the 1st day of June, 1860, also a requisition for other subsistence stores for the use of the troops above mentioned. This requisition is for six months, dating from June 1, 1860.

I have not as yet been able to enter into contracts with Taliaferro & Grant for the delivery of army supplies, owing to the non-appearance of Mr. Grant, and I feel anxious lest the health and comfort of the troops now *en route* for this Territory suffer from a scarcity of provisions should a much longer delay occur. It is time now that the contracts should be made, inasmuch as the articles required will have to be brought from distant points.

Sonora cannot furnish flour sufficient to subsist the troops, nor can beef cattle be obtained in sufficient number short of four hundred miles.

In contracting with Taliaferro & Grant, as directed by letter from the honorable Secretary of War, I feel it my duty to demand of them heavy bonds, inasmuch as their failure to fulfill the contracts in accordance with that letter is almost certain, from the fact that most of the articles required cannot be had either in this Territory or the State of Sonora, Mexico, in quantities sufficient to subsist the troops that are to be stationed here. The Overland Mail Company and this (present) post have drained Sonora of her corn, and reduced the quantity of flour so much that the price has advanced greatly since the news of the probable arrival of more troops in this Territory has gotten abroad. It is the opinion of every well-informed man that it is impossible for any person to fulfill the contracts as required by the order of the Secretary of War.

A gentleman of great experience, and who is thoroughly informed as to the profits resulting from the office of government contractor, and is well acquained with the resources of the country, affirms that he would not take the contract off of the hands of Taliaferro & Grant for a bonus of $50,000.

What bonds am I to require, and when shall the contracts go into effect, are very important questions.

If Mr. Grant does not make his appearance here before the return of mail from Santa Fé, am I to wait longer to enter into contracts with other parties? Is it the intention of the order from the Secretary of War to contract with Messrs. Taliaferro & Grant for all army supplies, or only those usually purchased at this post, namely: flour, beef, and beans? I shall make contracts for flour, beef, and beans only, unless otherwise directed.

An answer by return mail is respectfully solicited.

I am, colonel, very respectfully, your most obedient servant,

HORACE RANDALL,
Second Lieut. First Dragoons, Act. Asst. Com. of Subsistence.

Colonel J. B. GRAYSON,
Chief Commissary of Subsistence,
Department of New Mexico, Santa Fé, N. M.

QUARTERMASTER GENERAL'S OFFICE,
Washington City, June 16, 1860.

SIR: In answer to a resolution of the Senate, adopted on the 13th instant, requiring the Secretary of War "to communicate to the Senate whether any orders have been issued by his direction from the Quartermaster General, Commissary General, or ordnance offices, by which a preference is directed to be given to specified individuals in contracts, purchases, or in furnishing supplies, &c.," I have the honor to submit the following list of contracts, &c., made by your direction, either in this office or in pursuance of instructions from it, which is correct as far as it can be ascertained from the books of the office in the short time allotted me to examine them, and as far as my memory serves me:

1. Contract with the Pacific Railroad Company for the transportation of troops and supplies for one year from St. Louis to Fort Leavenworth, and to such temporary depots as might be established on the Missouri river.

2. Four contracts made with Philip Dorn, Beggs & Rowland, Neil McAlwayne, and A. M. White & Co., respectively, for the manufacture of wagons.

3. Contract with R. H. Hartley & Co. for mule harness.

4. Contract with R. H. Gale and Joab Scales for cavalry horses.

5. Contract with H. M. Watterson for cavalry horses.

6. Contract with J. P. Brawley for the delivery of corn at Nebraska City. This contract was not fulfilled, and, as the grain was required for Utah, necessitated, owing to the advance of the season, the making of the contract next on this list.

7. Contract with John Keatly for the delivery of barley at Fort Leavenworth.

8. These contracts have all been reported by the Secretary of War to Congress, and may be found in Executive Document No. 50, House of Representatives, Thirty-Fifth Congress, second session.

9. Instructions authorizing T. W. Taliaferro to furnish the supplies required by the quartermaster's department in the contemplated Territory of Arizona, provided it be done at prices not to exceed those paid heretofore for similar articles in the same region of country.

10. Instructions renewing the order in favor of T. W. Taliaferro, and extending it to the said Taliaferro and N. S. Grant for two years, on condition that they shall furnish the required supplies at twelve per cent. less than the ruling prices paid by the United States for similar supplies furnished or procured the past year, with the addition of a reasonable allowance for transportation to any new posts that may be established.

Many of these contracts were made at a time when the appropriations for the quartermaster's department was entirely exhausted, and it became necessary to make proper arrangements for the movement of troops to Utah. They were made, too, after you had been urgently recommended by the late quartermaster general to exercise the power vested in you by the act of Congress of the 1st of May, 1820, which authorizes contracts to be made for the subsistence and clothing of the

army and for the quartermaster's department without appropriations adequate to their fulfillment. Copies of official communications from this office in relation to some of the facts I have stated, and in explanation of others, are herewith subjoined.

Very respectfully, your obedient servant,

E. S. SIBLEY,
Major and Quartermaster in Charge.

Hon. JOHN B. FLOYD,
Secretary of War, Washington, D. C.

OFFICE OF COMMISSARY GENERAL OF SUBSISTENCE,
Washington, June 18, 1860.

SIR: In compliance with your instructions to report in what cases you have given directions to make contracts with particular individuals, I have the honor to state the three following as the only instances as regards this office.

First. On the 26th March, 1859, an order was given directing that all supplies in this department for Fort Buchanan, usually procured in that vicinity, should be procured for one year by contract with Mr. T. W. Taliaferro, provided he would furnish them at the prices which had ruled during the previous year.

Under this order but one contract, so far as known at this office, has been made, viz: for 41,000 pounds flour at 12 cents per pound.

This contract with Mr. Taliaferro was not received at this office until the 20th January, 1860, and does not appear in the (printed) annual statement of contracts made from this office, as that statement was sent in to the War Department on the 4th of January, 1860.

Second. On the 22d April, 1859, an order was given to enter into a contract with Messrs. Russell, Majors & Waddell, for the flour required in Utah, 830,000 pounds, they to receive the cost price at St. Louis, with cost of transportation. This contract was duly made. From this office you were urged, both verbally and in writing, not to rely upon Utah for this flour, it being deemed too unsafe, from all the information in its possession, to depend upon the Mormons for so important a part of the ration.

Third. On March 9, 1860, an order was given renewing and extending the order given to Mr. Taliaferro, in favor of Mr. Taliaferro and N. S. Grant, for two years from the expiration of the twelve months for which it was given, and extending the same to that portion of the Territory of Arizona lying south of 33° 36′ north latitude, and west of 106° 35′, and extending also to *all* supplies required; provided said Taliaferro and Grant will furnish such supplies at prices *twelve* per cent. less than the ruling prices paid by the United States for similar supplies procured at said posts during the past year, to which prices shall be added a reasonable allowance for transportation to any new posts that may be established, estimating said transportation from the nearest post now established within said boundary.

Under this order, up to the latest advices received, (May 8,) no contracts had *been made,* and it is feared from recent information from

Fort Buchanan—*vide* copy of letter from Lieutenant Randal to Colonel Grayson—that the parties will not be able to supply the troops under the above conditions.

It may be permitted here to state, that in the majority of purchases of subsistence, which in similar cases during many previous years would have been made in the open market, they have, under the regulations of 1857, been made by advertisement during your administration of the War Department.

Most respectfully, your obedient servant,

A. E. SHIRAS,
Captain in Charge.

Hon. JOHN B. FLOYD,
Secretary of War.

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 56.

REPORTS

OF THE

SECRETARY OF THE NAVY, AND OTHER PAPERS,

RELATIVE TO

The proceedings had under the act of January 28, 1857, authorizing the establishment of a naval depot at Blythe Island, Georgia.

JUNE 22, 1860.—Ordered to be printed.

IN THE SENATE OF THE UNITED STATES,
June 1, 1860.

On motion by Mr. Hale,

Resolved, That the Committee on Naval Affairs be instructed to inquire what proceedings have been had under the act of January 28, 1857, "authorizing the establishing of a navy depot on Blythe Island, at Brunswick, on the coast of Georgia, and for other purposes;" how much of the appropriation was expended for purchasing a site, and to whom paid; how many were the owners of whom the government purchased, who were they, and how long had they been owners, and what did they pay for the land sold to the government; what is the present market value of the land, and what was its value, upon which taxes were paid, before its sale to the United states; and what peculiar fitness it possesses above other contiguous points for a naval depot or navy-yard; and that said committee have power to send for persons and papers.

Attest:

ASBURY DICKINS,
Secretary.

NAVY DEPARTMENT, *June* 6, 1860.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, transmitting the resolution of the Senate of June 1, in relation to the purchase, &c., of a site for a naval depot at Blythe Island, Georgia, and for a reply beg leave to refer you to the communi-

cations of the department of May 3, 1858, and January 29, 1859, in reply to resolutions of the Senate, for all the information on the subject in the possession of the department. The latter communication was accompanied by copies of all correspondence and other papers on the files of the department, relating to the purchase, &c., with a statement of the expenditures for the site, to whom the money was paid, how much remains unexpended, and from whom the purchase was made.

The department is unable to say what the owners paid for the land sold to the government, what the present market value is, and what was its value, upon which taxes were paid, before its sale to the United States.

Moreover, the department is unable to state what peculiar fitness the site so purchased possesses over other contiguous points for a naval depot or navy-yard beyond what is contained in the papers alluded to, and the debate in Congress when the appropriation was made.

The resolution is herewith returned.

I am, sir, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. S. R. MALLORY,
Chairman of Naval Affairs, United States Senate.

NAVY DEPARTMENT, *January* 29, 1859.

SIR: I have the honor to acknowledge the receipt of the resolution of the Senate of the 6th instant, and in compliance with it, to transmit herewith "copies of all correspondence and other papers on file in the department upon the subject of the sale and purchase of the site" for the naval depot near Brunswick, Georgia, and also "a statement showing the several amounts, and for what objects, expended of the fund appropriated by Congress for the purchase of said site, and the construction of said depot."

In answer to that portion of the resolution which requests the Secretary of the Navy to communicate to the Senate "what action has been taken, or is intended to be taken by the department towards the construction" of the depot, I beg leave to refer to the communication of the department, (a copy of which is among the papers transmitted,) dated the 13th of May last, in reply to a similar resolution of inquiry from the Senate. No further measures than those therein communicated, have been taken by the department towards the construction of the depot, and for the reasons therein given. It is the intention of the department to proceed with the work so soon as the state of the treasury will permit.

I have the honor to be, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN C. BRECKINRIDGE,
Vice-President of the United States,
and President of the Senate.

NAVY DEPARTMENT, *May* 13, 1858.

SIR: In reply to the resolution of the Senate of the 6th instant, requesting the Secretary of the Navy to inform the Senate "what measures have been taken by the department to execute the act of the 28th January, 1857, 'authorizing the establishment of a naval depot on Blythe Island, at Brunswick, Georgia;' what steps, if any, the department proposes to adopt in the prosecution of said work; and at what time it is intended to commence and go on with the same; and the reasons why the commencement of the necessary works has not been made," I have the honor to state that, in the execution of the act mentioned, the department, under instructions from the President, on the 19th of February, 1857, directed a commission, composed of Captain McIntosh, Commander Hartstene, and Lieutenant Brooke, of the navy, and Civil Engineer Calvin Brown, to proceed to Blythe Island and make the necessary examinations, and report a suitable site for the depot authorized. The report of the commission, accompanied with charts and sketches of the island, was made March 13, 1857. A proposition was then made by the owners for the sale of the whole island, and in June an executory contract for the purchase by the government of about eleven hundred acres was entered into. The legislature of the State of Georgia having, on the 14th of November, 1857, ceded jurisdiction to the United States over the lands, and the title to them declared by the Attorney General of the United States good and sufficient, the purchase was concluded, and the money paid November 24, 1857.

On the 7th of February last the department ordered Mr. Sanger, the civil engineer attached to the Bureau of Yards and Docks, to proceed to Blythe Island and make the necessary surveys and take the levels, with a view of submitting a plan for the naval depot, and estimates adequate to its completion. The levels have been taken and the surveys made, but, business of the department requiring the presence of Mr. Sanger at Pensacola, the plans have not been matured.

In reply to the inquiry, why the commencement of the necessary works has not been made? I would state that there is no money in the treasury which can be applied for that purpose without diverting it from other indispensable objects. They fall within the class of public works authorized by Congress which, not having been commenced, it is not deemed expedient or proper to commence during the present condition of the treasury.

I am, sir, with great respect, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN C. BRECKINRIDGE,
President of the Senate.

List of papers accompanying the report of the Secretary of the Navy in relation to the purchase of Blythe Island by the government, called for by resolution of the Senate.

No. 1. Hon. Messrs. Iverson, Toombs, and others to the Secretary of the Navy, February 10, 1857.
No. 2. Secretary of the Navy to Hon. Messrs. Iverson, Toombs, and others, February 14, 1857.
No. 3. Hon. James L. Seward to the Secretary of the Navy, February 16, 1857.
No. 4. Secretary of the Navy to Hon. James L. Seward, February 18, 1857.
No. 5. Hon. James L. Seward to Secretary of the Navy, February 18, 1857.
No. 6. Secretary of the Navy to Captain James M. McIntosh, United States navy, February 19, 1857.
No. 7. Secretary of the Navy to Calvin Brown, Esq., February 19, 1857.
No. 8. Hon. James L. Seward to Secretary of the Navy, February 23, 1857.
No. 9. Secretary of the Navy to Hon. James L. Seward, February 24, 1857.
No. 10. Joseph Smith, Chief Bureau Yards and Docks, to Secretary of the Navy, February 23, 1857.
No. 11. Secretary of the Navy to Captain James M. McIntosh, United States navy, February 26, 1857.
No. 12. Captain James M. McIntosh, United States navy, to Secretary of the Navy, March 13, 1857.
No. 13. Captains James M. McIntosh, H. J. Hartstene, and others to Secretary of the Navy, March 13, 1858.
No. 14. Secretary of the Navy to Captain James M. McIntosh, United States navy, March 18, 1857.
No. 15. Secretary of the Navy to Commander H. J. Hartstene, United States navy, March 18, 1857.
No. 16. Secretary of the Navy to Calvin Brown, Esq., civil engineer, March 18, 1857.
No. 17. Amos Davis, Esq., to Secretary of the Navy, March 23, 1857.
No. 18. Joseph Smith, Chief Bureau of Yards and Docks, to Secretary of the Navy, April 11, 1857.
No. 19. Proprietors of Blythe Island, by Amos Davis, to Secretary of the Navy, April 17, 1857.
No. 20. John L. Hays, agent for proprietors of Blythe Island, to the President of the United States, April 29, 1357.
No. 21. Secretary of the Navy to Hon. A. Iverson and James L. Seward, May 4, 1857.
No. 22. Hon. A. Iverson to Secretary of the Navy, May 8, 1857.
No. 23. Charles L. Seybatta, chief engineer, to the President of the United States, May 23, 1857.

o. 24. John W. Tyson, county surveyor, to the President of the United States, May 23, 1857.
o. 25. Messrs. Julian M. Burnett, J. J. C. G. C., J. M. Tyson, J. J. C. G. C., and others, to the President of the United States, May 23, 1857.
o. 26. Messrs. James T. Blair and G. Friedanly to the President of the United States, accompanied with recommendations from the mayor and council of the city of Brunswick, May 26, 1857.
o. 27. James Hauston, mayor of Brunswick city, to the President of the United States, May 27, 1857.
o. 28. Alfred Iverson to Secretary of the Navy, May 26, 1857.
o. 29. Herschel V. Johnson to the President of the United States, June 8, 1857.
o. 30. James L. Seward to Secretary of the Navy, June 20, 1857.
o. 31. James L. Seward to Secretary of the Navy, June 20, 1857.
o. 32. Executory contract between Amos Davis, for himself and other owners of Blythe Island, and the Secretary of the Navy, June 26, 1857.
o. 33. A. Iverson to the Secretary of the Navy, July 6, 1857.
o. 34. Secretary of the Navy to Alfred Iverson, July 10, 1857.
o. 35. Anthony Hyde, agent, to Secretary of the Navy, October 5, 1857.
o. 36. Secretary of the Navy to Wm. W. Corcoran, Esq., October, 7, 1857.
o. 37. Secretary of the Navy to Hon. J. S. Black, October 23, 1857.
o. 38. Opinion of Jos. Garrahl, United States attorney, district of Georgia, upon the title to the deed to Blythe Island.
o. 39. Abstract of title of the United States of America, to the southern portion of Blythe Island, in Glynn county, State of Georgia.
o. 40. Power of attorney from Thurston R. Bloom to Wm. W. Corcoran, Esq., for the sale of Blythe Island, November 3, 1857.
o. 41. Deed of conveyance from Henry C. King, Jean Adams, and others, to Samuel R. Brooks, Amos Davis, and others, of Blythe Island, November 9, 1807.
o. 42. Deed of conveyance from Amos Davis, Samuel R. Brooks, and others, to the United States, by Wm. W. Corcoran, their attorney, of parts of Blythe Island, October 26, 1857.
o. 43. Deed from Amos Davis, to Geo. W. Hodges, for a part of Blythe Island, February 23, 1857.
o. 44. Deed from Amos Davis to Chas. T. Cromwell, for a part of Blythe Island, February 20, 1856.
o. 45. Deed from Chas. T. Cromwell to Amos Davis, for a part of Blythe Island, October 15, 1857.
o. 46. Mortgage from the Brunswick Land Company, to the administrators of the estate of John Parland, January 18, 1837.
o. 47. Title to Blythe Island.

No. 48. Hon. J. S. Black to Secretary of the Navy, November 21, 1857.
No. 49. Secretary of the Navy to Hon. J. S. Black, November 23, 1857.
No. 50. Consent of the State of Georgia to a purchase made by the United States of Blythe Island, November 14, 1857.
No. 51. Hon. J. S. Black to Secretary of the Navy, November 23, 1857.
No. 52. Hon. James L. Seward to Secretary of the Navy, January 28, 1858.
No. 53. Secretary of the Navy to Hon. James L. Seward, February 8, 1858.
No. 54. Secretary of the Navy to Wm. P. S. Sanger, Esq., February 8, 1858.
No. 55. Hon. J. L. Seward to Secretary of the Navy, February 11, 1858.
No. 56. Wm. P. S. Sanger, engineer, to Secretary of the Navy, with map, March 23, 1868.
No. 57. Resolution of United States Senate, May 6, 1857.
No. 58. Secretary of the Navy to Hon. J. C. Breckinridge, President of the Senate, May 13, 1858.
No. 59. Statement of the amounts, and for what objects expended, of the fund appropriated by Congress, for the purchase of a site on Blythe Island, for a navy-yard, &c.

No. 1.

SENATE CHAMBER, *February* 10, 1857.

SIR: It has occurred to us that in the establishment of the navy-yard at Brunswick you may deem it proper to employ a naval officer of rank. Captain McIntosh, whose qualifications and whose military career recommend him to the favorable consideration of the department, is a Georgian, and, should you think the public interests would be advanced by detailing him for such duty, it would much gratify your obedient servants,

ALFRED IVERSON,
R. TOOMBS,
MARTIN J. CRAWFORD,
HOWELL COBB,
JOHN H. LUMPKIN,
ROBERT P. TRIPPE,
N. G. FOSTER.

Hon. J. C. DOBBIN,
Secretary of the Navy.

No. 2.

NAVY DEPARTMENT, *February* 14, 1857.

GENTLEMEN: I have the honor to acknowledge the receipt of your communication of the 10th instant, recommending Captain McIntosh,

of the navy, for duty in connection with the establishment of the navy-yard at Brunswick, Georgia.

The first duty to be performed in relation to a naval depot at Brunswick will be to appoint a board of naval officers and engineers to select a suitable site. Should the present Executive appoint this board it will give me pleasure to suggest to him the name of Captain McIntosh, as the senior officer of that commission, whose connection with the new naval depot, I hope my successor may continue.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

Hons. ALFRED IVERSON, R. TOOMBS, M. J. CRAWFORD, HOWELL COBB, JOHN H. LUMPKIN, ROBERT P. TRIPPE, N. G. FOSTER.

No. 3.

HOUSE OF REPRESENTATIVES, *February* 16, 1857.

Will you allow me to call your attention to an act passed at the present session of Congress establishing a naval depot at Blythe Island, on the coast of Georgia. My object is to have a commission raised in order to have a site fixed preparatory to the purchase of the land necessary to commencing operations, as contemplated by the law. In the change of administration, which will take place at an early day, much time must be lost, which will result in delays which may prove detrimental to the government, and lose the spring and summer months—the best working season. Much anxiety is manifested by the citizens of Brunswick in regard to this work, and they urge me to ask your early action in the premises; and I hope you will find it compatible with your views of the public interest to take suitable measures to carry out the law at once.

Very respectfully, yours,

JAMES L. SEWARD.

Hon. JAMES C. DOBBIN.

No. 4.

NAVY DEPARTMENT, *February* 18, 1857.

SIR: I have the honor to acknowledge the receipt of your communication of the 16th instant, calling my attention "to an act passed at the present session of Congress establishing a naval depot at Blythe Island, on the coast of Georgia."

The department will immediately call the attention of the President to the subject, and recommend the appointment of a board to examine and select a site.

Very respectfully, your obedient servant,

J. C. DOBBIN.

Hon. JAMES L. SEWARD,
House of Representatives.

No. 5.

HOUSE OF REPRESENTATIVES,
Washington, D. C., February 18, 1857.

SIR: In an interview with you yesterday in regard to the commission to locate a site for a "naval depot" on Blythe Island, in Georgia, I mentioned that I might wish to suggest the names of gentlemen to fill such commission. Commanders Aulick and Steedman, I understand, are officers of high character, and if it can be done without conflict with the public interest, I request that one or both of them be assigned for this duty. May I ask that this matter be attended to at once, so as to have the site selected, if possible, by the 4th of March, preparatory to negotiating for the purchase thereof.

Very respectfully, yours,

JAMES L. SEWARD.

No. 6.

NAVY DEPARTMENT, *February* 19, 1857.

SIR: I am instructed by the President to direct you to proceed to Brunswick, Georgia, without delay, as the senior member of a commission, to examine and report as to a suitable site on Blythe Island, on the coast of Georgia, for the establishment of a naval depot on that island, as authorized by the act of Congress approved January 28, 1857.

Such facilities as may be necessary to make the soundings, surveys, &c., it is probable you will be able to procure at Brunswick.

Commander H. J. Hartstene, Lieutenant J. M. Brooke, and Civil Engineer Calvin Brown, with yourself, compose the commission.

A copy of the act above referred to is sent herewith for your information.

I am, respectfully, &c.,

J. C. DOBBIN.

Captain JAMES M. MCINTOSH,
United States Navy, New York.

NAVY DEPARTMENT, *February* 19, 1857.

SIRS: You will proceed to Brunswick, Georgia, without delay, and report to Captain James McIntosh, as a member of a commission to examine and report as to a suitable site on Blythe Island, on the coast of Georgia, for the establishment of the naval depot on that island, as authorized by the act of Congress approved January 28, 1857.

I am, respectfully, &c.,

J. C. DOBBIN.

Commander H. J. HARTSTENE,
United States Navy, Savannah, Georgia.
Lieutenant JOHN M. BROOKE,
United States Navy, Washington, D. C.

No. 7.

NAVY DEPARTMENT, *February* 19, 1857.

SIR: You will proceed to Brunswick, Georgia, without delay, and report to Captain James M. McIntosh, as a member of a commission, to examine and report as to a suitable site on Blythe Island, on the coast of Georgia, for the establishment of the naval depot on that island, as authorized by the act of Congress approved January 28, 1857.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

CALVIN BROWN, Esq.,
Civil Engineer Navy-yard, Norfolk, Va.

No. 8.

HOUSE OF REPRESENTATIVES, *February* 23, 1857.

As you are apprised, an appropriation of $200,000 has been made by the present Congress to purchase a site and provide for a naval depot at Blythe Island, on the coast of Georgia. This amount being considered inadequate to consummate the object proposed, an additional appropriation will be necessary. Had the appropriation been made at the first session of the present Congress, as was expected, the site could have been purchased, and active operations been commenced before now, which would have created a necessity for an additional appropriation now. This, however, was not done. It will be apparent to you, as matters now stand, that before the meeting of the next Congress, or before adequate legislation can be had, that the work which may be begun, may have to be suspended for want of means. To obviate this difficulty, it is proposed to ask an additional appropriation, that no delay may be experienced, and to avoid any detriment to the government that might occur, from a suspension of operations after they shall have been commenced. With this view of the case, will you allow me to ask your opinion in regard to this matter, and if consistent with the views suggested, to get an estimate, with such recommendation as may seem to you right and proper.

Very respectfully,

JAMES L. SEWARD.

Hon. JAMES C. DOBBIN.

No. 9.

NAVY DEPARTMENT, *February* 24, 1857.

SIR: I have the honor to acknowledge the receipt of your communication of the 23d instant. It has been referred to the chief of the

Bureau of Yards and Docks, under whose immediate supervision the matters to which you allude come, and I have the honor to transmit herewith a copy of his reply.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

Hon. JAMES L. SEWARD,
House of Representatives.

No. 10.

BUREAU OF YARDS AND DOCKS, *February* 23, 1857.

SIR: I have the honor to acknowledge your reference to this bureau of the communication of the Hon. James L. Seward, asking for an estimate of the amount that would be necessary to purchase a site, and provide for a naval depot, at Blythe Island, on the coast of Georgia, and respectfully state, that the bureau has no data upon which to base an estimate with any degree of accuracy. The site has not yet been selected, and before that is done various examinations should be made. The title must also be examined and certified to be good by the law officer of the government, jurisdiction over the land must be obtained from the State, before any expenditure of money can be legally made, either for the purchase of the ground, or for the erection of buildings, &c., thereon. The sum of $200,000 is a small amount for the commencement of *improvements* for a navy-yard, if the site is unincumbered and paid for; no correct estimate therefore can be made, for docks, wharves, storehouse and workshops, until the premises shall have been examined, and the cost and kind of materials to be used, ascertained; it may, however, be said that $500,000 is a moderate sum with which to commence the establishment of a navy-yard.

The letter of Mr. Seward is herewith returned.

I have the honor to be, with great respect, your obedient servant.

JOSEPH SMITH.

No. 11.

NAVY DEPARTMENT, *February* 26, 1857.

SIR: Your letter of the 20th instant, has been received. The department does not anticipate any difficulty in your finding at Brunswick a suitable boat and other necessaries for making the survey. You will take duplicate vouchers for all expenditures, and will draw upon the department for funds to meet them, advising the department by the first opportunity of the number and amount of each draft.

Very respectfully,

J. C. DOBBIN.

Captain JAMES M. MCINTOSH, *United States Navy.*

(Care of J. Farley Cox, Great Western Insurance Company, No. 33 Pine street, New York.)

No. 12.

BRUNSWICK, GEORGIA, *March* 13, 1857.

SIR: The commission designated by the President of the United States through your predecessor, "to examine and report as to a suitable site on Blythe Island on the coast of Georgia, for the establishment of a naval depot on that island," having completed the duty assigned to it, have made a report and annexed a sketch showing the most suitable position, in its opinion, for such location. I have deemed it proper to order Lieutenant J. M. Brooke to proceed to Washington with this report and sketch, that any further information or explanation which may be required by you may be made by an officer perfectly competent to give it; this step I hope you will approve. Here I might rest and leave to the better judgment of the department all further action in this matter; but, as the senior member of the commission, I trust I may be pardoned in calling your attention to a few suggestions, made with much diffidence and with great respect.

You will perceive from the report that no ship drawing over twenty-two feet will be able to reach the point designated on the plan for the depot except at high-water, a greater draft would put the ship on the bottom at low-water, a fact to be avoided always in vessels of war, if possible. We are constantly informed that ships of the heaviest draft in the navy can come up to Blythe Island; this is true to a certain extent; the bar forming the entrance into Turtle river, between the islands of St. Simons and Jekyl, is admitted to have eighteen feet water at low tide, a seven foot rise and fall of tide would make twenty-five feet at high-water, consequently with a smooth bar at full tide most of our frigates might enter having a foot or two feet to spare, and run up to the very spot designated for the depot; but the fall of seven feet reduces it again to eighteen or twenty feet, not enough for the frigate to float in; a sufficient depth can be found in St. Simons sound, under Jekyl Island, and in some parts of Turtle river for any ship to ride at anchor with safety that could cross the bar. But without incurring a heavy expense in dredging and building the necessary wharves over an extensive marsh, which you perceive from the chart and sketch, I am forced to say, in my opinion, no suitable site for a naval depot for our largest class ships can be found on Blythe Island.

If a depot however is established, then I think it most desirable for the government to purchase, if practicable, the island; it is only six miles in length, containing about two thousand four hundred acres of upland, and which in my opinion is well adapted to the growth of the live-oak, and which it has been ascertained is fit for the building of large class ships in sixty years, when planted from the acorn. I venture this assertion because I have been a resident in earlier life on our sea islands on this coast which produces the best live-oak, because I discover a similar soil on Blythe Island, and from finding much of the original growth to have been live-oak, killed by being girdled and by other means for the purpose of cultivating the island, and which is now covered, with the exception of a small portion which has been more recently *cultivated, with a thrifty* growth of yellow pine.

I consider further that the buildings and improvemements would be very insecure should any attempt be made after they were built to cultivate the island with negroes who are known to be habitually careless with fires, and in a dry season with such inflammable materials as pine and palmetto if once kindled the conflagation most probably would only be checked by the limits of the island. It is also in the winter season when everything is dry and most apt to burn, frequently resorted to for game by hunters who make fires and leave them burning when they spread ofttimes to the distruction of property, and unless the government owned or leased the island, I see no means by which this dangerous difficulty could be avoided. There is again another reason, grog shops might be opened in all directions around the yard and liquor supplied to the mechanics and laborers without limit, which would produce insubordination and trouble that would require a very strong marine guard to suppress for no police or military relief could be obtained on the island.

I believe with care and judgment the whole island may be bought for a small advance upon what the commissioners deem absolute necessary for the depot. I make these remarks solely for the security of the government.

With the exception of Lieutenant Brooke the commissioners will await your further instructions in this vicinity, and letters will reach me at Darien, McIntosh county.

I have the honor to be sir, with great respect, your obedient servant,

JAMES M. McINTOSH,
Captain United States Navy.

Hon. I. TOUCEY,
Secretary of the Navy, Washington, D. C.

No. 13.

BRUNSWICK, GEORGIA, *March* 13, 1857.

SIR: The commission appointed by the honorable Secretary of the Navy to select a suitable site on Blythe Island, on the coast of Georgia, for a naval depot, authorized by act of Congress approved January 28, 1857, have the honor to submit the following report, with a chart and sketch showing the form of the island, the character of its approaches, &c.:

REPORT.

The site selected by the commission, on the eastern shore, near the southern extremity of the island, may advantageously comprise that portion of upland and salt marsh lying south of the line on the chart, marked A B.

This site presents the following relative advantages: It is the most accessible to vessels, affords the deepest water nearest the upland, with

the greatest breadth of channel. In fact, the island does not present any other site available for a naval depot; for, with the exception of the northern shore, where the water is shoal, and a portion of about sixty yards on the eastern shore, south of the line A B, it is bordered by extensive salt marshes.

The upland, lying at a general elevation of five or six feet above common high-water mark, is estimated to contain about two thousand four hundred acres; is nearly level; a sandy but firm and rich soil. The greater portion has been under cultivation, but at this time, with the exception of a field on the southern part, containing about two hundred acres, it is overgrown with pines and young live-oaks. There are a few full-grown live-oaks, and the island presents abundant evidence of its adaptation to the growth of this valuable timber. Fresh water, apparently good, is obtained by sinking wells, and at this season it rises to within eight feet of the surface.

It will be observed, referring to the accompanying chart, that in constructing wharves, docks, and other improvements capable of accommodating vessels of the draft permitted to enter by the bar and harbor channels, it will be necessary to locate the quay wall at a considerable distance from the upland beyond the marsh, and to fill in the intervening space. This marsh consists of a deposit of tenacious mud, about ten feet in depth, and, as far as could be ascertained, resting upon hard sand.

The approaches to this site, with that part of Turtle river washing the eastern shores of Blythe Island, were surveyed by the hydrographical party under the command of Lieutenant Trenchard. We have consulted an authentic copy of that coast survey chart, and have sounded the other channels about the island. That branch of Turtle river which bounds the southwest shores of the island, included within the limits of the proposed site, offers some facilities as a water front, but the channel is narrow and crooked. It would serve subordinate purposes in the economy of a naval depot.

The commission, having in view the interests of the government, respectfully suggest the purchase of the whole island, since it could probably be obtained at a small advance upon the cost of a site for the naval depot. The operatives would be protected from the extortion of land owners, there would be less danger to public property from fire, and the live-oak could be successfully cultivated.

We have the honor to be, very respectfully, your obedient servants,

JAMES M. McINTOSH,
Captain, United States Navy.
H. J. HARTSTENE,
Commander, United States Navy.
JOHN M. BROOKE,
Lieutenant, United States Navy.
CALVIN BROWN,
Civil Engineer.

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington, D. C.

No. 14.

NAVY DEPARTMENT, *March* 18, 1857.

SIR: Your letter of the 12th instant, inclosing the report of the commission, of which you were the senior member, as to a suitable site, on Blythe Island, coast of Georgia, for the establishment of a naval depot on that island, has been received by the hands of Lieutenant John M. Brooke.

Having performed the duty assigned to you, you will return to your residence in the city of New York, and regard yourself as waiting orders.

I am, respectfully, &c.,

I. TOUCEY.

Captain JAMES M. MCINTOSH,
United States Navy, Brunswick, Georgia.

No. 15.

NAVY DEPARTMENT, *March* 18, 1857.

SIR: Having performed the duty assigned to you under your order of the 19th of February, you will return to your residence at Savannah, Georgia, and regard yourself as waiting orders.

I am, respectfully, &c.,

I. TOUCEY.

H. J. HARTSTENE,
United States Navy, Brunswick, Georgia.

No. 16.

NAVY DEPARTMENT, *March* 18, 1857.

SIR: Having performed the duty assigned to you, under the orders of the department of the 19th ultimo, you will return to your duties at the navy-yard at Norfolk, Virginia.

I am, respectfully, your obedient servant,

I. TOUCEY.

CALVIN BROWN, Esq.,
Civil Engineer, Brunswick, Georgia.

No. 17.

WASHINGTON, *March* 23, 1857.

SIR: The commissioners appointed by your department to locate a naval depot on Blythe Island, near Brunswick, Georgia, having at-

tended to that duty, and having presented a report to your department on the 18th of the present month, the undersigned, being one of the proprietors of the property designated by said commissioners, and having full power to negotiate the sale of the same, would respectfully call your attention to said report, and would request its immediate reference to the appropriate bureau, that the facts in relation to said location may be suitably and speedily spread before you.

I must beg your indulgence for pressing this matter, as it is my only business in Washington, and I am anxious to return to my residence in Preston, Connecticut.

I have the honor to be, very respectfully, your obedient servant.

AMOS DAVIS.

Hon. I. TOUCEY,
Secretary of the Navy.

No. 18.

BUREAU OF YARDS AND DOCKS, *April* 11, 1857.

SIR: I have the honor to acknowledge your reference to this bureau of the report and accompanying plans of the commission appointed to select a site for a naval depot on Blythe Island, Georgia, and in compliance with the indorsement thereon, to submit the following remarks:

The bureau is personally unacquainted with the waters and country of Blythe Island, but from the report of the commissioners, and the plan accompanying it, is of the opinion that the site selected is the best the island affords; and the law confides no discretion to select any other location.

It will be seen by the chart that off this site no vessel of two hundred feet in length, can swing at anchor, therefore it will be necessary when vessels come to the yard to moor them head and stern, or make them fast to a wharf or pier. Safe and convenient anchorage, however, is shown not far seaward of this site.

The commissioners have marked a plat containing about 400 acres of upland and 600 acres of marsh. It will be seen, also, that either a wharf of wood or stone, or of both combined, or an embankment of earth, must be made of about 800 feet, to allow a communication by land to the eighteen-feet water-line of the channel, if the chart be correct.

The commissioners have marked a space comprising about eleven hundred acres of upland and marsh, which embraces all the ground south of line A B.

I have marked a plat containing about 600 acres of upland and marsh, which would be a large area for a navy-yard. I have also marked a space of 80 acres of upland and marsh, which would be ample for all the purposes of a navy-yard at that place, as the marsh south of this line I consider only valuable to prevent encroachments near the yard.

Of *the value of these* grounds, upland and marsh, I cannot speak

with confidence, being entirely unacquainted with the value of land there, and Lieutenant Brooke, one of the commissioners, is unable to enlighten me on this point.

Should the department purchase one of these sites, I would recommend that the balance of the appropriatcn be expended, first, in the erection of quarters for the commandant and engineer, and the construction of a wharf or road by which to communicate with the eighteen-feet water-line.

The report and plans are herewith returned.

I have the honor to be, very respectfully, your obedient servant.

JOSEPH SMITH.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 19.

WASHINGTON, D. C., *April* 17, 1857.

SIR: The proprietors of Blythe Island understand from the Hon. James L. Seward, of Georgia, that you would receive propositions from them for the purchase of a site for the "naval depot" on Blythe Island, Georgia, thus:

For the 80 acres designated by Commodore Smith; for the 600 acres, also designated by him; for the 1,100 acres indicated on the map accompanying the report of the commissioners who marked the site; for the whole island, the balance not now taken, subject to the approval of Congress by appropriation hereafter.

The following propositions are submitted by the proprietors, with the accompanying remarks:

For 80 acres, being the principal water-front, $120,000.

For 600 acres, embracing the 80 acres, with water front, $140,000.

For 1,100 acres, embracing the preceding, with water-front, $150,000.

For 4,205 acres, subject to the approval of Congress, $250,000.

The proprietors of Blythe Island, in submitting the proposition to sell the 80 acres of land, as above, are sensible of the fact, that, if they retain the balance of the island, by divesting themselves of the 80 acres, they would materially reduce the value of the remaining portion of the island. In fact, the balance would be left upon their hands at a mere nominal value. The 80 acres of land, commanding as it does, the *deep water* front, if sold, will become detached from the other high land, the value of which, aside from its agricultural value, will be diminished and made wholly objectionable for building purposes, on account of its proximity to the government works hereafter to be constructed, and from the inevitable annoyances of laborers, sailors, and marines, always to be kept employed near to, and in front of the adjoining high lands.

For these reasons, they prefer selling a greater quantity of land at a graduated price below that mentioned for the 80 acres. The 600 acres, constituting a quantity of land, of which the 80 acres are a

part, lying adjacent, and partly intermediate the water front, and the balance of the land, making the 1,100 acres, would, in a correspondingly diminished ratio, affect the remaining portion of the land controlled by the same facts and affected by the same reasons. So, also, as to the 1,100 acres. The value of the whole island, with an aggregate estimate placed upon it, as the proprietors know from their acquaintance with the locality, and the public appreciation of it in that vicinity, depends upon the eligibility of certain parts of the island, its water front, and the surrounding view, which makes this island a most attractive and beautiful spot for a town, or for private residences. The value of the property would be essentially depreciated by parting with that portion of it bordering upon the deep water. These several matters can only be properly and justly considered by persons familiar with the location of the island, and the peculiar circumstances which give it its value. The proximity of Blythe Island to Brunswick, its accessibility by railroads, in process of construction, its advantages for navigation, all conspire to give peculiar value to the property. The proprietors would prefer not to divide the island as proposed, if fair terms could be agreed upon for the purchase of the whole property, as they are satisfied that their interests would materially suffer by parting with any separate portion of it. If the government should contract for the 80 acres, the 600 acres, or the 1,100 acres, absolutely, the proprietors would enter into an executory contract, subject to the approval of Congress, (otherwise to be void,) to convey the balance of the island for the additional compensation, making the whole amount of $250,000. The department will doubtless remember that the choice of our land is made by the government. We are not called upon to select what portion of the island we would prefer selling, but are called upon to part with the most valuable portion of the island, without regard to its relative value. We consider any sale an inconvenience and damage to us rather than a benefit, unless we dispose of the whole island, 4,205 acres, which we estimate at $250,000, being a fraction less than $60 per acre. Mr. Davis, acting in behalf of the proprietors of Blythe Island, would be pleased to have an interview with the Secretary of the Navy, and asks that he will designate the time, say to-morrow, or any future day, that the propositions may be reviewed and considered, personally, so as to accommodate any reasonable view that may be entertained by the government.

I have the honor to be, respectfully, your obedient servant.

AMOS DAVIS,
For the Proprietors of Blythe Island.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 20.

WASHINGTON, *April* 29, 1857.

SIR: The undersigned, being agent of the proprietors of Blythe Island, on the *coast of Georgia*, has the honor to call your attention

to the accompanying bill authorizing the President "to purchase a site for a navy depot on Blythe Island, on the coast of Georgia," and also to the following propositions on the part of the proprietors, with the accompanying remarks:

The propositions for a sale of portions or the whole of Blythe Island, submitted by the proprietors, are as follows:

The proprietors will sell eighty acres, embracing the deep water front, for $120,000; 600 acres, embracing the same, for $140,000; 1,100 acres, being the site located by the commissioners appointed to locate a site for the navy depot, for $150,000.

If the government will purchase *at once* either of the above-mentioned portions, at the prices named, the proprietors will enter into an executory contract to sell the whole island for such a sum as, together with the price of the portion first taken, should amount to $250,000; the executory contract for the sale of the whole of the remaining portion to depend upon an appropriation by Congress.

The undersigned respectfully invites the attention of the President to the following *reasons* why the government should at once purchase a portion of the island, and enter into an executory contract for the purchase of the whole remaining portion at the prices above named:

1. For depth of water, capability for defense, salubrity of climate, contiguity to timber and natural advantages of ground, there is no locality for a navy-yard in the United States equal to Blythe Island. Reference may be had to the commissioners appointed under the orders of the late President to locate the naval depot at this point for confirmation of this statement.

Blythe Island being the only eligible point for a navy depot within a harbor, admitted to be best on the whole Atlantic coast south of Norfolk, its possession is indispensable to the government at any price.

2. The island contains 4,205 acres; $250,000, the price asked for the whole island, would be not quite sixty dollars per acre.

3. Two thousand five hundred acres of the island are of the best quality for planting or farming, and have been for many years cultivated for Sea-island cotton. This portion of the island is worth $100 per acre for simply growing Sea-Island cotton. If Brunswick, only two miles distant, becomes a large city, as it inevitably must, the land will be worth twice as much for market gardening.

4. It will be worth even more for villas and private residences, on account of its beautiful location.

5. A large portion of the island is covered with timber, and the material, as it now stands on the island, will be worth to the government at least $100,000 for use in the works to be constructed.

6. The island was originally covered with *live-oak*, said by Michaux, in his Sylva Americana, to be, at this locality, the best in the United States. Young live-oaks are springing up all over the island.

Suppose that live-oaks were suffered to grow or were planted on 2,000 acres. These trees at this locality attain a diameter of two feet in twenty years. Live-oak costs the government at Norfolk two dollars per cubic foot. In twenty years each tree would contain at least twenty cubic feet, and would be worth at least forty dollars. If only ten trees

should grow an acre, the value of the timber on 2,000 acres in twenty years would be $800,000.

7. The island is owned, in common and undivided, by a dozen or more individuals, who *now* have joined in a power of attorney authorizing a sale to the government on the terms proposed.

The proprietors of the largest shares are owners of property in the adjoining city of Brunswick, and in the railroads and canal communicating with that city, and are willing to sell for the price now asked—much less than the real value—on account of the incidental benefit which will accrue to their other property from the establishment of a naval depot in the vicinity. Some of the proprietors have no such motive; and there is imminent danger, if the sale is not closed at once, that they will withdraw the power to sell, with the view of getting a better price from other parties. It is particularly important that the sale, if it is to be made, should be closed before the 14th of May next, at which time the semi-annual sale of city lots will take place at Brunswick, when great excitement in relation to investments in property will exist in that place.

8. Other purchasers of this property have lately offered very advantageous terms to the proprietors; for instance, the Macon and Brunswick Railroad Company are desirous of obtaining a portion of the island for the terminus of their road.

9. The proprietors are desirous, for obvious reasons, if they sell at all to the government, to sell the whole island. If only 80 or 600 acres are sold the whole of the deep-water front will be taken, and the remaining portion of the island will be valueless for commercial purposes. If a naval depot is established on any part of the island, the rest of the property will be ruined for villas and private residences of a superior class. The population of a naval depot, consisting, as it will, principally of laborers, sailors, and marines, will be of such a character as to render the rest of the island a most unsuitable place of residence for the class which would otherwise occupy it. It is, in view of the fact that a sale of a part of the island would diminish the value of all the rest, that the proprietors ask such *apparently* disproportionate prices for the several portions offered.

10. On the other hand it would be of the utmost importance to the government to have the control of the whole island. They will save an enormous expense for inclosures. They will not be cramped for room as they now are at every other navy-yard in the country. They can exclude dram-shops and disorderly houses, and a class of people who ordinarily prey upon sailors and marines. They can secure the property at the depot from depredators and incendiaries. They can have hospitals entirely separated and at a distance from the places of labor—a point which experience at Norfolk and Brooklyn has shown to be of the highest importance.

11. Appropriations of land for government works have been almost invariably made on too limited a scale. This is shown at the Capitol and arsenal, in the city of Washington. The navy-yards at Charlestown, Brooklyn, Philadelphia, and Norfolk, are all too limited, and the purchase of more land for each of them has been recommended. The defect of *too narrow limits is* not easily remedied, for an extension

requires the demolition or reconstruction of works erected at great expense.

The opportunity is presented at Blythe Island of laying out a naval depot or navy-yard at the central point of American commerce, at a point near the West India Islands and the Gulf of Mexico, and therefore near the seat of future naval operations, upon a scale commensurate with the expansion of our country and commerce, and with the future increase of our navy. It is believed that the commissioners had these views in recommending the purchase of the whole island.

Finally. The city of Brunswick is destined to be, at no distant day, the most important commercial city south of Baltimore, with the exception, perhaps, of New Orleans. Its harbor will admit vessels of the largest class. Its salubrity will render it accessible at every season. It will be connected with the Altamaha river by a canal nearly finished, opening over 500 miles of steamboat navigation, and thus will become the most important place on the whole coast for the export of southern pine. It will be connected with the gulf by the Brunswick and Florida road, now under construction and partly in operation, and being the nearest Atlantic port to the Mississippi, and nearly on the line of the thirty-second parallel of latitude, will be the eastern terminus of the Southern Pacific railroad. It is to be the terminus of the Macon and Brunswick railroad, which will receive the freight on 2,500 miles of railroad destined for Atlantic ports. These connections must make Brunswick, with its admirable advantages as a shipping port, in a few years, a great city. Blythe Island is only two miles distant, and directly in front of this city. Judging from the value of land contiguous to other important cities, it is safe to estimate that this island in ten years will be worth ten times the price now asked for it. Now is the time, if ever, for the government to secure it.

I have the honor to be, respectfully, your obedient servant,

JOHN L. HAYS,

Agent for Proprietors of Blythe Island.

The PRESIDENT OF THE UNITED STATES.

NOTE.—The commissioners were Captain McIntosh, Commander Hartstene, Lieutenant Brooke, Civil Engineer Brown, all of the United States navy, and appointed without consultation with the proprietors under instructions to report to the Secretary of the Navy.

No. 21.

[Private and Confidential.]

NAVY DEPARTMENT, *May* 4, 1857.

MY DEAR SIR: By direction of the President, I have been looking into the subject of the purchase of a site for a naval depot on Blythe Island, and for this purpose requested a proposition from the proprietors of the terms on which they would dispose of 80 acres, 800 acres,

1,100 acres, and the whole island. I have received from them the following, to my mind, very extravagant propositions:

For 80 acres of upland, embracing the deep-water front.....	$120,000
For 600 acres, embracing the above 80 acres and deep-water front.....	140,000
For 1,100 acres, embracing the 600 and 80 acres and water front.....	150,000
For the whole island.....	250,000

You will perceive that for the 80 acres the price charged is at the rate of $1,500 per acre, whilst for 520 acres, the balance of the parcel of 600 acres, is offered at a little more than $38 an acre, and for 500, the balance of the 1,100-acre lot, at the rate of a little over $9 an acre.

I am very desirous of carrying out the law with promptness and a due regard to the rights of individuals and the interests of the government, and have therefore addressed you this communication to show the embarrassment in which the department is placed, and to ask your views with regard to the different propositions.

I have the honor to be, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JAMES L. SEWARD,
Thomasville, Georgia.

Also, to—

Hon. A. IVERSON,
Columbus, Georgia.

No. 22.

COLUMBUS, GEORGIA, *May* 8, 1857.

DEAR SIR: Your letter of the 4th instant, addressed to the Hon. James L. Seward, but directed to me under cover, and marked "private and confidential," has been received. I presume that it is a copy or duplicate of one written to Mr. Seward, and intended to elicit his and my opinion and advice upon the matter in hand. I am free to say that, from conversations which I held with Messrs. Davis and Hays, representing the owners of Blythe Island, before I left Washington, I suspected an intention upon their part to demand a most extravagant sum for the site selected for a naval depot on that island; and it was in consequence of the impression made on me that I sought an interview with you on the subject, and suggested caution in making the purchase. I am satisfied that the price demanded, as stated in your letter, is extravagant and inadmissible. The present owners of the island, I am informed, did not pay more than fifteen or sixteen thousand dollars for it, and now to put it at two hundred and fifty thousand dollars is preposterous. I was and am the warm friend of the establishment of this depot at Brunswick, but I do not hesitate to declare *that I would vote for* a repeal of the law before I would sanc-

tion such an imposition upon the government. In a conversation which I had with Mr. J. L. Seward on the day of my departure from Washington we agreed that not more than seventy thousand dollars should or ought to be given for the 1,000 acres marked out as the site by the commissioners, one hundred dollars per acre for the 400 acres of high land, and fifty dollars per acre for the 600 acres of marsh. I remain of that opinion, and would suggest to you, if 1,000 acres are deemed necessary or important, to offer them that sum as an ultimatum, and state to them, *in terms*, that if they do not accede to your proposition you will decline any further action in the matter, and refer it to the next Congress. This is my advice, and I will sustain you in this course in the Senate if any discussion shall arise upon the subject.

I respectfully suggest that you do not purchase more than the quantity of ground embraced in the plat marked out by the commissioners. If it is deemed better to limit the quantity to eighty acres of upland, I think $500 dollars an acre would be the very highest price that ought to be given for it, and this should embrace the 600 acres of marsh, which is valueless to the owners—$40,000 for the whole. I take the liberty of warning you against influences that will be, no doubt, attempted to be brought to bear upon you, and to suggest that, in the event of further difficulty in agreeing upon the price, you send a confidential agent to Brunswick to make inquiries as to the real value of the land, and to consult with leading *disinterested* citizens of that vicinity upon the policy to be pursued. If you have no other person, and my other engagements shall not conflict, I would not object to act for you in such investigation, charging nothing for my services except actual expenses.

I am, very respectfully, your obedient servant,

ALFRED IVERSON.

Hon. I. Toucey,
Secretary of the Navy.

No. 23.

Office of the Brunswick and Florida Railroad,
Brunswick, May 23, 1857.

The undersigned, chief engineer of the Brunswick and Florida railroad, resident of this place for more than two years past, having read the proposition submitted to the government for the purchase of a naval site on Blythe Island, begs leave to make the following statement.

The undersigned has made a personal reconnoissance of Blythe Island. Its geographical features and other natural advantages, indicate it as a site for a large commercial city, and in the opinion of the undersigned, the island must be turned to this use, if not appropriated by the United States for a naval depot. The undersigned therefore feels justified in saying, that the value placed upon Blythe Island by its owners is not only reasonable and equitable, but that the offer they

have made is a liberal offer towards the government. This opinion is given without reference to prospective value, and is founded solely on the state of things as now existing in Brunswick and its vicinity.

Respectfully submitted,

CHARLES L. SCHLATTER,
Chief Engineer, formerly Chief Engineer of the Public Works of the State of Pennsylvania.

His Excellency JAMES BUCHANAN,
President of the United States.

No. 24.

BRUNSWICK, *May* 23, 1857.

The undersigned county surveyor for the county of Glynn, in the State of Georgia, respectfully represents that he has examined the several propositions submitted to the Navy Department by the proprietors of Blythe Island, for the purchase of parts or the whole of that island for the establishment of a naval depot, (of which propositions a copy is hereto annexed.)

Having an intimate personal knowledge of the relative value of property in and about Brunswick, and especially of the great advantages possessed by Blythe Island as a site for a naval depot, or, if not applied to that purpose, as a commercial site for a city, which shall be the concentrating point of the several lines of internal communication now in process of construction towards the harbor of Brunswick, I respectfully represent that the prices attached to the several propositions are not only fair and equitable in themselves but liberal towards the government, and such as the government should not hesitate to accept.

And I respectfully ask that the purchase may be concluded, so that the law passed by Congress at its last session may be executed without further delay.

Very respectfully,

JOHN W. TISON,
County Surveyor.

His Excellency JAMES BUCHANAN,
President of the United States.

No. 25.

BRUNSWICK, *May* 23, 1857.

The undersigned citizens and judges of the inferior court of the county of Glynn, State of Georgia, respectfully represent that they have examined the several propositions submitted to the Navy Department by the proprietors of Blythe Island, for the purchase of parts or the whole of that island for the establishment of a naval depot, (of which *propositions a copy* is hereto annexed.) Having an intimate

personal knowledge of the relative value of property in and about Brunswick, and especially of the great advantages possessed by Blythe Island as a site for a naval depot, or, if not applied to that purpose, as a commercial site for a city, which shall be the concentrating point of the several lines of internal communication now in process of construction towards the harbor of Brunswick, we respectfully represent that the prices attached to the several propositions are not only fair and equitable in themselves, but liberal towards the government, and such as the government should not hesitate to accept.

And we respectfully ask that the purchase may be concluded, so that the law adopted by Congress at its last session may be executed without further delay.

JULIAN M. BURNETT, *J. I. C. G. C.*
J. M. TISON, *J. I. C. G. C.*
E. M. MOORE, *J. I. C. G. C.*
J. S. MARLIN, *J. I. C. G. C.*

I, Arthur E. Cochran, judge of the superior court of the State of Georgia for the Brunswick district, having examined the foregoing propositions and the representations of the justices of the inferior court thereunto attached, fully concur therein, and unhesitatingly indorse them.

ARTHUR E. COCHRAN,
J. S. C. B. D.

I am well acquainted with the prices of property at Brunswick, and concur fully with the justices of the inferior court of that county that the price asked for Blythe Island is fair and reasonable, that the government of the United States ought not to hesitate to pay it.

Yours, &c.,

ROBERT COLLINS.

His Excellency JAMES BUCHANAN,
President of the United States.

No. 26.

COUNCIL CHAMBER, CITY OF BRUNSWICK,
May 26, 1857.

At a meeting of the mayor and council of the city of Brunswick, held this 26th day of May, 1857, the following resolution was unanimously adopted:

Whereas the several propositions submitted to the Navy Department by the proprietors of Blythe Island with regard to the purchase of a site on said island for the establishment of a naval depot, in pursuance of an act of Congress passed at its last session, are, in the deliberate opinion of this body, fair and just towards the general government; the prices attached to the several propositions being much

less than could be realized for the property if sold and used for other purposes:

Be it resolved by the mayor and council of the city of Brunswick in council assembled, That we earnestly recommend the United States government to conclude the purchase of said site on one of the propositions submitted and hereto attached.

Resolved further, That we suggest and recommend the purchase of the entire island, being satisfied that the interest of the government would be greatly advanced thereby.

Passed in council, May 26, 1857.

THOMAS HAUSTAN,
Mayor City of Brunswick.

GEORGE W. FAHM,
Clerk City of Brunswick.

To his Excellency James Buchanan, President of the United States:

The undersigned, citizens of the county of Glynn, State of Georgia, respectfully represent: That they have examined the several propositions submitted to the Navy Department by the proprietors of Blythe Island for the purchase of parts or the whole of that island for the establishment of a naval depot, of which propositions a copy is hereto annexed. Having an intimate personal knowledge of the relative value of property in and about Brunswick, and especially of the great advantages possessed by Blythe Island as a site for a naval depot, or, if not applied to that purpose, as a commercial site for a city which shall be the concentrating point of the several lines of internal communication now in process of construction towards the harbor of Brunswick, we respectfully represent that the prices attached to the several propositions are not only fair and equitable in themselves, but liberal towards the government, and such as the government should not hesitate to accept.

And we respectfully ask that the purchase may be concluded, so that the law adopted by Congress at its last session may be executed without further delay.

James T. Blain,
G. Friedlandly,
John B. Lasserre,
Joseph Dangaix,
Andrew Monnier,
B. F. Griffin,
G. N. Philips,
W. Dart,
T. G. Woffett,
Alexa. Scrunton,
G. D. Woodbridge,
Jabez Grimes,
James B. Cleveland,
D. A. Houston,
William Dixon,
George W. Fahm,
Tho. Bourke,
H. Lord P. King,
Henry Du Bignon, jr.
John Pratt,
H. B. Johnston,
J. H. Morris,
M. C. Wilkinson,
J. W. Dixon,
J. M. Williams,
Richard Greenfield,
James A. Clubb,
John J. Burnett,

B. Winton,
James D. Morgan,
D. J. Holliway,
Henry F. Bach,
John D. Steuart,
John Portell, jr.
R. Cohen,
M. Doty,
J. Lessner,
John A. B. Williams,
Isham W. Hawkins,
S. J. Gorton, ordinary G. C.
James W. Hurt,
George R. Frazer,
Alexander S. Blount,
W. H. Spright,
C. W. Styles,
Joshua Griffith,
J. C. Moore,
D. L. Goodbread,
William S. Smith,
D. H. Smith,
C. M. Williams,
J. D. Wilkenson,
William Dicksar,
Charles C. Uther,
Lyman H. Barnes,
L. L. Spears,
J. H. Sikes,
Nicholas Dixon,
W. G. Armor,
Henry Ferrill,
John Glover,
E. H. McCorm,
G. W. L. Hall,
J. Whitby,
W. S. Cole,
B. A. Lyon,
William R. Bunkley,
C. W. Dixon,
Thomas Golden,
Samuel Brooks,
E. H. Gatchell,
Timothy Minchan,
Timothy Mahony,
William Mahony,
John B. Arnold,
J. M. Brown,
Edward Burkes,
Henry J. Coleman,
P. F. Batemen,
C. J. A. Rhoads,
J. M. Lain,
S. L. Guest,
A. A. Davis,
L. H. Jordan,
A. J. Miller, att'y at law,
H. B. Harris,
Luther Koel,
C. M. Harris.

No. 27.

MAYOR'S OFFICE,
Brunswick, Georgia, May 27, 1857.

Permit me, as mayor of this *embryo* city, to very respectfully call your attention to the location and purchase of the site for a naval depot on Blythe Island, near our city, in pursuance of an act of Congress, passed at its late session.

I am informed that some difficulty has arisen, in consequence of the price that has been placed upon the several propositions submitted to the Navy Department by the owners of the property; and I have therefore carefully examined them, and I am satisfied that the propositions are reasonable and just—indeed, much more so than I expected to find them. The location is, indeed, an admirable one; I hesitate not in declaring it to be, all things considered, the best one on the globe. The great natural advantages of the position; its nearness to the ocean, and under the influence as it is of the sea-breezes; the health of the site, surrounded as it is by pure salt water; the mild-

ness of the climate both in summer and winter; the central position with regard to all the materials for ship-building and naval stores, and its easy access and defense, will make it in a very short time, the *most* important naval station in our country, and will do much towards cementing the bonds of our Union, and perpetuating our government.

With regard to the value of the property, as I before said, I am satisfied that the propositions are both liberal and just; and I am induced to come to this conclusion, from the present value of other property, in and near our city. Our city councils appointed three assistants to assess the value of all real estate within the corporate limits—and the limits cover several miles in extent—and within those limits there is a tract of land not laid out in lots, which does not cover as much water front as the proposed naval site, and the depth of water is much less and greatly inferior in other respects, and in the return made by the assessors, only two days since, the value of this tract is put down at a sum nearly double that asked for the first proposition of 80 acres; and within the city proper, as much water front as the 80 acres cover on Blythe Island, and where the advantages in every particular, cannot be at all compared with those of Blythe Island, was placed at a sum nearly three times as much as that asked for the 80 acres on Blythe.

I am, therefore, of the opinion, deliberately and impartially formed, that the propositions are reasonable, proper, and equitable, and that the government should not, for a moment, hesitate to make the purchase on either of the propositions, satisfied as I am that the greatest benefit will result to the benefit of our common country.

Accept my compliments and congratulations, and believe me to be most sincerely and truly, respectfully yours.

JAMES HAUSTAN,
Mayor City of Brunswick.

Hon. JAMES BUCHANAN,
President of the United States.

No. 28.

COLUMBUS, GEORGIA, *May* 26, 1857.

DEAR SIR: I inclose a communication upon the subject of the naval depot at Brunswick, and the purchase of a site for the same on Blythe Island. It is not as extended as I could wish, but still I fear it is tedious even in its present form, and I was unwilling to inflict more trouble of reading upon you. It is not my intention to make this communication a private and confidential one, but authorize you to make whatever use of it you deem proper. I am willing to stand by all that I have said in it, either in Congress or at home. I will take occasion however here, to say, that I shall not feel aggrieved or mortified should the department consider it proper, looking at the whole subject with a view to execute the law, to give a larger price for the site than I have advised. I am anxious for the prompt execution of the act of Con-

gress, and for the prosperity of Brunswick, but cannot recommend the purchase at a mark which I deem highly exorbitant.

My expenses going and returning on this service were forty-five dollars, which you will do me the favor, agreeably to your letter of the 13th instant, to remit me by check on New York.

I am, very respectfully, your obedient servant,

ALFRED IVERSON.

Hon. I. TOUCEY,
Secretary of the Navy.

COLUMBUS, GEORGIA, *May* 26, 1857.

DEAR SIR: Agreeably to your request, contained in your letter of the 13th instant, I proceeded at once to Brunswick, from whence I had just returned. I spent two days and a half in making inquiries and obtaining such information as was accessible to me upon the subject of my visit. I found it difficult to obtain disinterested opinions as to the real, as well as the relative and prospective value of Blythe Island, upon which the act of Congress fixes the naval depot. The citizens of Brunswick and its vicinity are deeply concerned for the erection of the naval depot near their city. The direct and collateral advantages to their growing town of the establishment of the depot at or near it, are considered of great importance; besides which there is another circumstance and consideration which operates a powerful influence upon their opinions and wishes. The principal owner of Blythe Island, Mr. Amos Davis, is also the third owner of the Brunswick and Altamaha canal, the completion of which is considered of vast importance to the city. It is understood that he is crippled in his pecuniary resources and unable to furnish his quota of the funds necessary to complete this work unless he can sell Blythe Island at a *large* price to the government. The money which he is expected to realize from his interest in the island is to be applied to the completion of the canal. Hence, the people of Brunswick are not only willing, but anxious that the proprietors of Blythe Island shall obtain as large a price as possible for their property. I mention these facts and considerations to show how difficult it was and is to obtain reliable information as to the value of the property and disinterested opinions as to what the government ought to pay for it. About twenty years ago, Mr. Davis purchased the island from its then owner for $12,000. It was occupied as a plantation for the culture of Sea-island cotton. Mr. Davis purchased it, no doubt, with a view to the ultimate establishment of a naval depot upon it. He has subsequently from time to time parted with portions of it, and is now the owner of about one fourth of the whole island, the balance being divided amongst some fourteen or fifteen proprietors. What price was paid for these shares I have not been able to learn. It is said that $100 per acre has been paid for some of these interests. I ascertained, to my satisfaction, from good sources, that the whole island would not now sell for more than $15,000 for agricultural purposes and apart from any adventitious value from a naval depot or contiguous growing city. I am, however, satisfied that, apart

from the establishment of the naval depot upon it, the island could now be sold for at least $50,000.

It has a contingent prospective value, in view of being made the terminus of an important railroad and the site of a town rivalling, if not destroying, the present city on the opposite main land. I do not believe, however, that more than $50,000 could be commanded for the island if the depot was located at any other point. The island contains about 2,800 acres of upland, and some 1,400 acres of marsh. The upland is high and dry—good farming land—and covered now with a pretty dense growth of small yellow pine, with some live-oak and other growth. It has not been planted, except in very small patches, for fifteen or twenty years. The contiguous marsh is pretty hard and firm, but is covered with water at high tide, and altogether valueless for building or other purposes without much filling up at heavy expense.

I made a personal examination of the island, and, therefore, speak with *knowledge* of its condition. The commissioners who were sent by the late Secretary of the Navy to examine and select a site for the depot surveyed and marked out a tract embracing the lower or south end of the island, and all the marsh contiguous to it, and containing, it is understood, upland and marsh, about 1,100 acres—600 upland and 500 of marsh. It is this tract which those commissioners recommended the government to purchase for the purposes of the naval depot. I do not hesitate to indorse the recommendation of the commissioners and to advise the purchase of this tract. It embraces all the valuable deep-water front of the island, and would, effectually, prevent the building up of a town or city on the island, and thus avoid a troublesome and injurious neighbor to the government works and employés, and increase the prospect of a reasonable purchase of the whole island, if, at a future day, it should become the policy of the government to own it. It is true that 80 or 100 acres, and perhaps even a smaller quantity, embracing the deep-water front above referred to, might answer the present purpose of the government, but it is believed that a larger tract would answer a better purpose, and it is, doubtless, the fact that the proprietors could afford, and, perhaps, would be willing to sell the larger tract for the same, or nearly the same, price that the smaller quantity would command. When they give up the deep-water front they surrender the contingent, and, perhaps, the real value for the most part of the balance of their property; 1,100 acres occupied by the government, the balance of the island would only and mainly be available for planting purposes or private residences, or steam mills, or other similar work of private enterprise. Whether the contiguity of the government works would increase or diminish the value of the remaining portion of the island is a mooted question upon which there is much difference of opinion, and upon which I am unable to decide. I do not consider that the 400 acres of marsh lying below the point of the high land would ever be of much consequence or use to the government; nevertheless, I should deem it most prudent for the government to own it, as there is deep water all along its shore, and structures might be erected upon it hereafter which would endanger the public property. A portion of it at the

upper end, and contiguous to the high land which makes down to the water, could be made available, at some expense, either of piling or filling up for wharves and similar objects. The site selected by the commissioners is very eligible in every respect for the purposes contemplated, having every advantage which could be desired of deep water, a bluff shore, high, dry land, good drinking water, healthy situation, and complete protection from storms.

There are two other points near the city of Brunswick that might answer for a naval depot, though neither of them possess the advantages of Blythe Island. I do not, however, speak from very reliable information, as to the other places suggested, but from what I could ascertain, I suppose that Jekyl Island, within the harbor of Brunswick, or rather in St. Simon's sound, would afford deeper water in a bluff shore, than can be found at Blythe Island. The objection to it is, that it is too near the sea, and necessarily more exposed to danger from an enemy, as well as from winds. The other point is at Devin's Folly, on the extreme southern or eastern terminus of the peninsula upon which the city of Brunswick is situated. There is doubtless as much or more water at that point than at Blythe Island, and it is perhaps more convenient in many respects; but is objectionable, because there is not sufficient high land for a naval depot, without expensive filling up. There are only some eight or ten acres of high land at the "point;" the land for a half mile between that point and the high land of the city being overflowed at high water. It is true, that the water could be excluded by throwing up an embankment of four or five feet high, on the two sides from which the tides enter, which could be done at trifling expense, but the land would then be too low, and perhaps wet, to build upon. It would require considerable filling up with sand or other material, to make it available for the erection of public buildings. I cannot give any opinion as to the probable cost of such an undertaking. This property is owned, or rather claimed, by the corporate authorities of Brunswick, but it will be many years before it will be occupied or made valuable for commercial purposes, if ever. Upon the subject of the purchase of a site on Blythe Island, I feel much delicacy in giving an opinion, or presenting advice to the department. The people of Brunswick are a portion of my constituents; they are a spirited, clever, and worthy people, having a just pride in their beautiful location and growing prospects for a large commercial city. They have many serious obstacles to contend against, and are struggling hard to overcome them. They look to the establishment of a naval depot as an important means of inspiring public confidence in their town and harbor, as well as producing a direct impulse to the growth of the city. I feel the force of all these considerations, and a strong interest in the prosperity of Brunswick, and I trust, a commendable State pride, which would be pleased and flattered by the existence of so important a public work within its borders. Nevertheless, called upon by you to advise the department, I feel bound to look at the whole subject, as far I am able to do so, from a stand point somewhat more elevated than the one occupied by my friends in Brunswick. To advise the government to give for this property at least five times, perhaps ten times

as much as either its intrinsic or relative and fictitious value, is what I cannot conscientiously do. I admit that the government ought to pay a liberal price for it, and in view of the facts that the law fixes Blythe Island as *the place*, restricting the department to the choice of location, and that the site selected takes in the most important and valuable portion of the island, rendering the balance of it of comparative little value to the proprietors, I am prepared to advise the government to submit to a much larger price, than under other circumstances ought to be given for the property. I consider the price demanded by the proprietors, to say the least of it, extravagant; and I do not hesitate to say that the department ought not to give it, but rather hold the whole subject up, and present it to Congress for instruction and action. It would probably lead to a modification of the law, so as to authorize the government to select some other point, which, upon a more critical examination, might be found to answer every purpose, and be purchased at a much less price than the one demanded by the owners of Blythe Island. Apart from the *very high* value set upon the property by these owners, and what I consider an unjust demand, the application of so large a portion of the appropriation to the purchase of the site alone, would, in my opinion, endanger the prospect of future appropriations, and jeopardize the whole enterprise. I cannot, therefore, advise the government to give more than one hundred dollars per acre for the eleven hundred acres surveyed and recommended by the commissioners. It is itself a very large price for the property, and could only be justified by the difficulties and embarrassments, with which the subject is surrounded. I am not willing to advise the giving of such sum, as I could not with confidence and propriety defend upon the floor of the Senate, and before the public; and when I put down the price at the sum stated above, I have gone to the utmost limit that my judgment approves, or that I would be willing to defend.

I am, very respectfully,

ALFRED IVERSON.

Hon. I. TOUCEY,
Secretary of the Navy.

No. 29.

EXECUTIVE CHAMBER, MILLEDGEVILLE, GEORGIA,
June 8, 1857.

SIR: The establishment of a naval depot at Brunswick, Georgia, is a matter in which the people of this State feel a deep interest. As evidence of this fact, our legislature, at its two last successive sessions, adopted unanimously resolutions of instruction to our delegation in both branches of Congress to urge an appropriation for that object. Accordingly, the last Congress did appropriate the sum of $200,000, commissioners have been appointed to select, and have selected Blythe Island as the location for the depot. I regret to learn that the Secre-

tary of the Navy is embarrassed and hesitates to make the purchase of the point indicated in the report on account of the price asked by the proprietors of the island. In my judgment he ought not to hesitate. I have seen the several propositions submitted by the proprietors of the island, and without professing to be very well informed as to the value of real estate in the vicinity, I have no doubt but the prices indicated in the several propositions submitted to the Navy Department are fair and reasonable. I am sustained in this opinion by the unbroken testimony of the citizens of Brunswick and the surrounding country, and by a personal knowledge of the selling prices of lots in the city. I know but little or nothing of naval affairs; but as far as I can reason on the subject, I do not think there is so eligible and desirable a point on the Atlantic coast, south of Portsmouth, nor can there be a more favorable point for strong military defense, of which the southern coast, and especially that of Georgia, stands in such need. Will you, therefore, pardon me for the deep interest which I feel upon this subject; the interest only of a Georgian, for I do not own a cent of property in Brunswick or its vicinity, and excuse me if I express myself strongly? Even admitting the price to be a little high, is it best to defeat the law for that reason and throw the subject into the next Congress, where possibly the whole enterprise will be defeated by those who have made themselves so industrious to that end? The South rarely asks anything from Congress. Georgia has asked and received less, perhaps, than any other southern State; and when she asks it is either refused or grudgingly granted. When an act of justice, and one in full accord with the welfare of the republic, is thus passed, shall it be defeated for trifling considerations? But I find I am arguing, pardon me if it should seem unbecoming. I will repeat, however, that in a matter of so much importance to this State, and particularly to her southeastern portion, our people will be keenly disappointed if a hesitation on a few thousand dollars shall operate its defeat. I respectfully ask you to give such direction to the subject as will secure the execution of the law of the last Congress without the necessity of hazarding the measure before the next.

I have the honor to be, your obedient servant,

HERSCHEL V. JOHNSON.

His Excellency JAMES BUCHANAN,
Washington, D. C.

No. 30.

WASHINGTON, *June* 20, 1857.

SIR: On the 4th of May a communication was addressed to me from the Navy Department in regard to the purchase of a site for a naval depot on Blythe Island, stating several propositions which had been made by the proprietors of the island. Not being personally acquainted with the value of the property proposed to be sold, I had,

necessarily, to rely upon the information of others, who reside at Brunswick, near where Blythe Island is situated, to ascertain, as far as possible, the worth of the land which the government had designated as proper to be occupied as a naval station. That information has been submitted to the department in the separate statements of public officers and citizens of high character, and upon which my opinion alone must be based.

The opinions of gentlemen of the character of those to whom I have reference, I should rely on in a matter of private business, and would give great weight and respect to their judgments. I confess that the price of property in and about Brunswick had attained an appreciation beyond my expectations. The present value of property in that locality has very much increased in the last four months, to say nothing of its prospective value. I was at Brunswick on the 14th, 15th, and 16th of May last, and witnessed the sale of lots, which commanded very high prices. Persons who owned real estate in the vicinity placed high estimates upon it; indeed, a greater value than I thought it ought to be intrinsically worth.

The high price of property is attributable to the fact that a railroad is in progress of construction connecting the interior with Brunswick, and the fact of its position in a commercial point of view, and the improvements that are being made. I am frank to say that prices have gone up beyond my expectations; and, uncontrolled by the circumstances above alluded to, and the opinions of others submitted, I should have been inclined to hesitate more about the price fixed by the proprietors for Blythe Island. As it is, I think the price a full one; but which may be justified, because of the value given to real estate from the causes above referred to. My opinion is that the proposition to sell the 1,100 acres contained in one of the propositions is the most reasonable, and it might be purchased at the price designated without injustice to the government. As I said before, this opinion is based upon the information communicated to the department, with what I learned from an interchange of opinions with persons living at and near Brunswick. Conceding then that the price is high, it is regulated by the value which the public has fixed upon property generally in the same locality. The establishment of a naval depot at Brunswick is looked upon with much interest by the citizens of Georgia, and they would keenly feel the disappointment growing out of a defeat of this measure. I have no personal interest in this matter, only as a citizen of the State, and am anxious to gratify the wishes of my constituents in having the difficulties adjusted that have stood in the way. I would have been glad that the purchase could have been made at a less price than that asked, so as to have a larger amount of the appropriation expended in putting up buildings, &c.; yet, I think the price is not sufficiently high to justify the defeat of the measure, or reaches beyond a point which would not be defensible, resting the general estimate of property near to and in the vicinity of the proposed naval depot, and the importance of the measure to the government. The proposition in regard to the 80 acres and 600 acres, I consider somewhat extravagant, if not very high; but the proposition for 1,100

acres, from the best information I can get, may be allowed with tolerable fairness to the government and the proprietors.

Very respectfully,

JAMES L. SEWARD.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 31.

WASHINGTON, *June* 20, 1857.

DEAR SIR: I have had an interview with Mr. Amos Davis, one of the largest proprietors of Blythe Island, and, after much persuasion, he has reluctantly consented to sell the 1,100 acres of land, designated as a site for a naval depot, for $130,000, and will call and see you on Monday morning.

He would prefer, if it were consistent with your views of propriety, to make a provisional trade for the balance of this land.

Yours, respectfully,

JAMES L. SEWARD.

Hon. ISAAC TOUCEY.

No. 32.

JUNE 26, 1857.

Whereas the United States, acting by Hon. Isaac Toucey, Secretary of the Navy, have proposed to the proprietors of Blythe Island, in the State of Georgia, to pay one hundred and thirty thousand dollars for the conveyance of a good and sufficient title to about eleven hundred acres on the south end of said island, described in the report of Captain McIntosh and others, commissioners appointed in February last to locate a site for a navy-yard on said island, the money to be paid as soon as the legislature of Georgia shall cede to the United States jurisdiction of the premises herein described, I, Amos Davis, acting for myself and the other proprietors of Blythe Island, hereby accept the above proposition, and hereby request W. W. Corcoran, Esq., who holds a power of attorney to convey the premises, to execute a deed thereof to the United States as soon as the proper officers of the United States shall determine that the title is good and sufficient, and to deliver the said deed when payment therefor is made as above proposed.

AMOS DAVIS,
For himself and other owners.

Witness: CHARLES W. WELSH,
Chief Clerk Navy Department.

JUNE 26, 1857.

The above proposition was made to the proprietors of Blythe Island, and the terms as stated above by Amos Davis, for himself and the other proprietors, are accepted.

I. TOUCEY,
Secretary of the Navy.

Witness: CHARLES W. WELSH,
Chief Clerk Navy Department.

No. 33.

COLUMBUS, GEORGIA, *July* 6, 1857.

DEAR SIR: After an absence of a month on a visit to the west, I returned home yesterday. Before I left Columbus, a month or more ago, I addressed you a communication, giving the result of my visit to Brunswick and my examinations and views in relation to the site for a naval depot on Blythe Island, and its proposed purchase, &c. In that letter I stated my expenses on that trip were $45, and requested you to remit the amount to me by draft, on New York, since which I have not heard from the department, and suppose it possible that my letter miscarried. Will you do me the favor to say whether it was received or not, and, if received, what difficulty stood in the way of reimbursing to me the expenses of my visit to Brunswick.

I am, very respectfully, your obedient servant,

ALFRED IVERSON.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 34.

NAVY DEPARTMENT, *July* 10, 1857.

SIR: I have the honor to acknowledge the receipt of yours of the 6th instant, and also yours of the 28th May last, not heretofore acknowledged. I beg to express my regret that the bill for expenses was overlooked at the time, and that you were put to the trouble of calling the attention of the department specially to it. I inclose herewith, in duplicate, an approved bill for the amount payable by the navy agent at Charleston, B. D. Heriot, Esq., who will pay it on presentation, or send the amount to you upon the transmission of the bills to him with your receipt.

This is the usual and only mode of paying such claims against the department.

Very respectfully, yours, &c.,

ISAAC TOUCEY.

Hon. ALFRED IVERSON,
Columbus, Georgia.

No. 35.

WASHINGTON, *October* 5, 1857.

SIR: The owner of "Blythe Island" desire Mr. Corcoran, to receive from the United States, on their behalf, the money to be paid under a late act of Congress for the purchase of a portion of it for government purposes.

To effect that object they have given him sundry powers of attorney that are insufficient under existing acts of Congress; and to give a sufficient power would render it necessary it is thought, to wait the issue of the warrant before the power is executed. This would cause much delay, and probably difficulty, and it is greatly desired that such difficulty might be avoided by the immediate conveyance of the property to an intermediate party.

The suggestion of Mr. Davis, in his letter of the 1st instant, herewith inclosed, would not answer the purpose, because the wives' dower could not be barred by a power of attorney, and the only way that appears to be feasable is to convey the property at once to Mr. Corcoran, and he to convey to the United States when the money is paid.

Should such a deed be made, vesting the fee simple in Mr. Corcoran, and the title thus vested be approved by the Attorney General, Mr. Corcoran desires to know whether a deed from him conveying all the title thus acquired would be satisfactory to the department, without a covenant of *general* warranty, but with a *special* warranty against his own acts and heirs alone.

Having no interest in the property, he does not wish to assume the responsibility that a general warranty would place on him.

Requesting an answer, and a return of Mr. Davis's letter at your earliest convenience,

I have the honor to be, &c.,

ANTHONY HYDE, *Agent.*

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 36.

NAVY DEPARTMENT, *October* 7, 1857.

SIR: In reply to the inquiry contained in Mr. Hyde's communication of the 5th instant, in relation to the conveyance of the title of "Blythe Island," I have to state, that a conveyance by you without a general warranty, will not be sufficient.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

WM. W. CORCORAN,
Washington, D. C.

No. 37.

NAVY DEPARTMENT, *October* 23, 1857.

SIR: The accompanying papers are respectfully referred to you, for your written opinion as to the validity of the title exhibited by them to the property known as "Blythe Island," in the State of Georgia, which it is proposed to convey to the government.

I have the honor to be, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. J. S. BLACK,
Attorney General.

No. 38.

Blythe Island Case.

My attention has been directed to "things that need be looked to," by the paper returned with this:

1. The acknowledgment of the power of attorney by Bloom, has been obtained and duly recorded. It is herewith transmitted with the other papers.

2. The powers of the trustees of the Franklin Academy, are the fullest with which a legislature is wont to invest a corporation. I consider the power to convey under the charter, a copy of which will be found accompanying the abstract, is given. But Parland and his assigns have been in undisputed possession for forty years. Seven years possession under color of title, will give complete title under the statutes of Georgia.

3. The administrators of Parland, could convey only by complying with the requisitions of the statute made and provided in such cases. A copy of this statute is set forth, accompanying the abstract. Search was made among the records of the court of ordinary, of Glynn county, for evidence that the statute had been obeyed, but unsuccessfully. However, the only parties that are not barred by the statute of limitations, and whom this statute was designed to protect, are the heirs of Parland, who have executed a quit-claim deed to the deedors of the United States. This deed accompanies these papers, is duly recorded, and set forth in the abstract.

4. A copy of the trust-deed of the Brunswick Land Company, lies before me, and will accompany the other papers. It will be seen under the head of "Trustees," Article 18, of "The General Provisions," that the trustees are to execute "necessary deeds and instruments in relation to the same, as shall be ordered from time to time by the board of directors." A copy of an extract from the minutes of the Brunswick Land Company, accompanies the papers authorizing the trustees to convey to Brooks and Davis, which bears the appearance of authenticity. The death of the trustee, who did not join in the conveyance, to wit, Simon Greenleaf, as well as his resignation as trustee, prior to

his death, is authenticated by the deposition of Charles W. Cartwright, which is annexed to the abstract.

5. Annexed to the abstract, are certificates that there are no liens, and so forth, on Blythe Island, or upon the persons of the deedors of the United States.

In my opinion, the deed vests valid legal title in the United States. The only difficulty in the way, as appeared to me from the first, was the defective conveyance by the administrators of Parland. But this has been remedied by the quit-claim deed of Parland's heirs.

It is proper for me to observe, that Mr. Davis informs me that his deed to George W. Hodges, conveying one thirty-second undivided part of Blythe Island, is at present in the hands of the Attorney General. I have not seen the original nor a copy. It has been placed in my abstract, as Hodges is one of the deedors to the United States. All of which is respectfully submitted.

JOS. GARRAHL,
United States Attorney, District of Georgia.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

BLYTHE ISLAND CASE.

Things that need be looked to.

1. An acknowledgment of the power of attorney by Bloom.
2. The power of the trustees or officers of the academy to sell and convey.
3. The authority of the administrators of Parland to convey, whether by statute, decree of a court, or otherwise.
4. The trust, conveyance, and powers of the Blythe Island Company to convey, and that one or more of the trustees who did not sign are dead. This can be shown by affidavit.
5. Evidence that there are no liens by way of mortgage, judgment, tax, or assessment by any of the grantors.
6. Whether the common law is changed, a copy of the statute, and where it is to be found, should be furnished.
7. Decisions of courts bearing upon any of the questions should be referred to by title, volume, and page.
8. The deed and papers attached should be left with the proper officer for record, and a certified copy thereof furnished the district attorney, and come up with the papers.
9. The district attorney should examine all the facts, so as to report that they are true, and note and point out in his abstract any defects he may discover in any form and acknowledgment, or otherwise.
10. He should sign his statement, which should go to the Secretary of the Navy with the other papers.
11. When all the papers are complete the Attorney General will examine them carefully and form his opinion whether the deed vests *valid title* in the United States.

Abstract of title of the United States of America to the southern portion of Blythe Island, in Glynn county, State of Georgia, to wit:

"All that part of Blythe Island situated in Turtle river, opposite the city of Brunswick, county of Glynn, in the State of Georgia, which lies south of a line extending across said island, which was heretofore established by James McIntosh, H. J. Hartstene, and John M. Brooke, of the United States navy, and referred to in a report made by them to the Secretary of the Navy dated the 13th day of March, 1857; said portion containing in all about 1,100 acres more or less."

Thomas Handly and Sarah Handly to John Parland: Deed dated January 12, 1815, conveys an undivided moiety of Blythe Island; recorded November 15, 1817, in book G, folio 306, of Glynn county records.

Frederick Beal and John E. Carson, members of the board of commissioners Franklin County Academy, to John Parland: Deed dated May 19, 1817, conveys an undivided moiety of Blythe Island to John Parland; recorded November 1, 1817, in book G, folio 307, &c., of Glynn county records.

The above are the earliest deeds to be found on the records of Glynn county conveying Blythe Island. John Parland, the grantee, went into and remained in undisputed possession of the property until his death in the summer of 1836. Prior to his decease, on the 19th of May, 1836, he entered into a written contract with one Abraham Colly, by which he agreed to sell Blythe Island to Colly for $12,000, on the following terms: $4,000 to be paid on the 1st of January, 1837, when Parland was to execute a deed of conveyance to Colly of the island and to take a mortgage on the same to secure the payment of the remaining $8,000, one half of which was to be paid on the 1st of January, 1838, and the other half on the 1st of January, 1839. Colly afterwards, on the 21st of September, 1836, assigned his rights under contract to Cartwright, Greenleaf, and Gardiner, trustees of the Brunswick Land Company. Upon the death of Parland, letters of administration were issued to Mary Anne Parland, his widow, and Francis M. Scarlett, in November, 1836. The latter, in his capacity of administrator of Parland, renewed the contract of his intestate to sell Blythe Island, and received and receipted for $4,000 from the Brunswick Land Company—being the payment of the first installment under the contract; and, in pursuance of the same, he and the administratrix executed a deed of conveyance of Blythe Island on the 14th of March, 1837, to the trustees of the Brunswick Land Company, and received at the same time a mortgage from the Brunswick Land Company to secure the payment of the remaining $8,000. This money was duly paid and the mortgage satisfied.

Francis M. Scarlett and Mary Anne Parland, administrator and administratrix of John Parland, deceased, to Charles W. Cartwright, William H. Gardiner, and Simon Greenleaf, trustees of the Brunswick Land Company: Deed dated March 14, 1837, conveys all that tract or parcel of land called Blythe Island, in the waters of the Turtle river, opposite the city of Brunswick, Glynn county, State of Georgia; recorded March 18, 1837, in book H, folio 360.

The above deed is defective as a legal conveyance, the representatives of Parland not having performed the requisitions of the statute provided in such cases, (a copy of which is hereto annexed,) but is good color of title, and, together with the contract of Parland, rested in the grantees an equity for title. The legal title is made complete by the quit-claim deed last set forth in this abstract.

Charles W. Cartwright and William H. Gardiner, trustees of the Brunswick Land Company, to : Deed dated April 9, 1851, conveys all that tract of land called Blythe Island, in the waters of Turtle river, opposite Brunswick, in Glynn county.

Brunswick Land Company to Samuel R. Brooks and Amos Davis: Glynn county, Georgia; recorded January 12, 1854, in book L, page 88, &c.

Amos Davis to William Chauncey: Deed dated February 5, 1853, conveys all the undivided one sixteenth part of Blythe Island; recorded November 10, 1853, book L, page 182.

Samuel R. Brooks to D. Randolph Martin: Deed dated September 24, 1853, conveys all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island; recorded October 17, 1853, in book L, page 283, of Glynn county records.

Amos Davis to Thomas A. Dexter: Deed dated September 24, 1853, conveys all one undivided thirty-second part of Blythe Island; recorded November 12, 1853, in book L, page 291, in Glynn county records.

Amos Davis to Edmund Monroe: Deed dated September 24, 1853, conveys all of the undivided one eighth part of one undivided half part of Blythe Island; recorded November 12, 1853, in book L, page 292.

Samuel R. Brooks to Thomas A. Dexter: Deed dated September 24, 1853, conveys all the undivided one eighth part of the undivided fifteen thirty second-parts of Blythe Island; recorded November 12, 1853, in book L, page 295.

Samuel R. Brooks to Edward Monroe: Deed dated September 24, 1853, conveys all the undivided one eight part of the fifteen thirty-second parts of Blythe Island; recorded November 12, 1853, in book L, page 294.

The grantee in the above deed is Edmund Monroe. See deposition of Amos Davis annexed to this abstract.

Samuel R. Brooks to Thomas A. Dexter: Deed dated September 24, 1853, conveys all of one undivided thirty-second part of Blythe Island; recorded November 12, 1853, in book L, page 296.

Samuel R. Brooks to Charles Illins: Deed dated September 29, 1853, conveys all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island; recorded December 15, 1853, in book L, page 305.

Samuel R. Brooks to Charles Illins: Deed dated September 24, 1853, conveys all the undivided one eighth part of the fifteen thirty-second parts of Blythe Island; recorded December 15, 1853, in book L, page 307.

Samuel R. Brooks to Charles Day and Thurston R. Bloom: Deed dated September 27, 1853, conveys all the undivided one eight part of the fifteeen thirty-second parts of Blythe Island; recorded January 11, 1854, in book L, page 314.

Amos Davis to George W. Hodges: Deed dated February 23, 1856, conveys all undivided thirty-second part of Blythe Island; recorded October 28, 1856, in book M, pages 177 and 178.

Henry C. King and Jean Adams his wife, and Frances Ann Parland to Samuel R. Brooks, Amos Davis, William Chauncey, D. Randolph Martin, Charles Illins, and George W. Hodges, Edmund Monroe, Thomas A. Dexter, Charles Day, and Thurston R. Bloom, quit-claim deed, dated November 9, 1857, releases to grantees all that tract or parcel of land called Blythe Island, situate lying and being in the waters of Turtle river, opposite the town of Brunswick, Glynn county, State of Georgia; recorded November 12, 1857, in book M, folios 329, 351.

John Parland having as above set forth died intestate, left a widow and two infant daughters distributees of his estate. Upon the death of the former, the latter succeeded to the whole, one of the daughters Jean Adams has intermarried with Henry C. King, and the other Francis Ann remaining still single. Both having reached their majority within a period that the statute of limitations cannot bar their rights, they join in the foregoing quit-claim deed; thereby resting, complete, full, and legal title in the grantees to Blythe Island.

Amos Davis, Samuel R. Brooks, William Chauncey, D. Randolph Martin, Charles Illins, Charles Day, George W. Hodges, Thomas D. Dexter, Edmund Monroe, Thurston R. Bloom, John A. Nelson, William M. Clark, E. S. Monroe and Victor De Launay, to the United States of America: Warranty deed, dated October 26, 1857; recorded November 6, 1857; in the clerk's office of the superior court of Glynn county, in liber M, folios 317 and 347, inclusive, conveys all that part of Blythe Island, situate in Turtle river, opposite the city of Brunswick, county of Glynn, State of Georgia, which lies south of a line extending across said Island, which was heretofore established by James McIntosh, H. J. Harstene, and John M. Brooke, *of the United* States navy, and referred to in a report *made by them to the* Secretary of the Navy, dated the 13th day of

March, 1857, and which is particularly shown in a tracing sketch annexed to the deed. Consideration, $130,000.

"All that tract or parcel of land, called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the town of Brunswick, in said county of Glynn, and State of Georgia, containing four thousand two hundred and five acres, be the same more or less."

The clerk of Glynn county, will please seach in his office for judgments against and mortgages and other incumbrances upon the above-described premises, or any part thereof, against the following named persons respectively, from the 14th day of March, 1837, down the date of his search: Samuel R. Brooks, Amos Davis, William Chauncey, D. Randolph Martin, Thomas A. Dexter, Edmond Monroe, Charles Illins, Charles Day, Thurston R. Bloom, George W. Hodges.

BURTON H. DAVIS,
For owners of Blythe Island.

STATE OF GEORGIA, *Glynn County,*
Clerk's Office, Superior Court:

AMOS DAVIS to CHARLES T. CROMWELL. } Mortgage on the "five undivided thirty-second parts ($\frac{5}{32}$) of Blythe Island," to secure the payment of a bond, bearing even date with said mortgage, conditioned for the payment of the sum of four thousand dollars, in one year from the date thereof, with interest thereon, at the rate of 7 per cent. per annum.

The above, is the only mortgage or incumbrance that I find upon the records of this office, against the above-described premises, or any of the parties claiming the same.

GEORGE J. ARNOW, *Clerk.*

GEORGIA, *Bibb County:*

I, Albert B. Ross, clerk of the superior court of said county, hereby certify that there are no judgments, mortgages, liens, or decrees, against Charles Day or Thurston R. Bloom, in said superior court, unsatisfied, as appears from the records of said office.

Given under my hand and seal of office, this 7th day of November, 1857.

A. B. ROSS, *Clerk.*

To JOSEPH GARRAHL, Esq.,
United States District Attorney, Savannah, Georgia.

GEORGIA, *Bibb County:*

I certify, that Albert B. Ross, the person signing the above certificate, is, and was at the time of signing the same, clerk of the superior court of said county, and that his official acts as such, are entitled to full faith and credit.

Given under my hand and official signature, this 7th day of November, 1857.

ABNER P. POWERS,
Judge Macon district, in which district is the county of Bibb.

STATE OF GEORGIA, *Chatham County, ss:*

Amos Davis, of the city of New York, being duly sworn, deposes and says: That he is one of the owners of Blythe Island, in the State of Georgia; that Samuel R. Brooks, Edmund Monroe, William Chauncey, D. Randolph Martin, Charles Illins, Charles Day, George W. Hodges, Thomas A. Dexter, Thurston R. Bloom, are the only other persons owning or having any interest in said island.

That there is no person named Edward Monroe possessed of any interest in said island; and the name Edward Monroe appearing in the abstract of title to which this paper is annexed is a clerical error of the clerk or person who recorded the deed to said Edmund Monroe in the office of the clerk of the county of Glynn; the true name of the grantee in said deed being Edmund Munroe.

Subscribed and sworn this day of November, 1857, before me.
JOS. GARRAHL, [L. S.]
Notary Public C. C.

Affidavit.

I, Charles W. Cartwright, of the city of Boston and Commonwealth of Massachusetts, president of the Manufacturer's Fire and Marine Insurance Company in said Boston, being duly cautioned, examined, and sworn, do declare and say: That the late Hon. Simon Greenleaf, William H. Gardiner, Esq., and this affiant, were for many years co-trustees of the proprietors of the city of Brunswick, in the State of Georgia; that the said Simon Greenleaf is deceased; that previous to his decease he resigned his trust in the said proprietory to the said William H. Gardiner and this affiant; that no successor to the said Greenleaf was appointed or elected; and the entire management of the trust vested and remained in the said Gardiner and this affiant until the year 1851, and until a sale and transfer of the whole real estate of the proprietory was made to Samuel R. Brooks and Amos Davis, both of the city of New York, to whom a deed of conveyance of the same was duly executed by the said William H. Gardiner and this affiant, in their capacity as sole remaining trustees as aforesaid. Dated at Boston this 15th day of September, A. D. 1857.

CHARLES W. CARTWRIGHT.

COMMONWEALTH OF MASSACHUSETTS, } *ss:*
Suffolk County, City of Boston, }

Be it known, that on the day of the date hereof, before me, Charles B. F. Adams, a commissioner duly appointed by the authorities of the State of Georgia, within and for the Commonwealth of Massachusetts, resident in said Boston, and duly qualified to administer oaths to be used in said State of Georgia, appeared Charles W. Cartwright, Esq., who is personally well known to me, and did in my presence, subscribe the within affidavit, and made oath according to law, that all the declarations therein contained, and by him described are true

Be it enacted by the Senate and House of Representatives of the of Georgia, in General Assembly met, and it is hereby enacted b authority of the same, That from and immediately after the passa this act, the Academy at Carnesville, in the county of Franklin, be called and known by the name of the Franklin County Acad and that John Alexander, James Mitchell, John Stubbs, Matthe Hooper, and Henry Freeman, and their successors in office, be they are hereby declared to be, a body politic and corporate, b name and the style of "The Trustees of the Franklin County A emy," and as such body politic and corporate, shall be capal doing all acts which may be necessary for the complete executi the trust confided to them; that they shall be invested with all ner of property, both real and personal, which shall be acquire gift, purchase, or otherwise, for the use and benefit of the said emy; shall be capable of suing and being sued; of having and us common seal; of appointing a secretary and treasurer; and they th trustees, and their successors in office, or a majority of them, have the privilege of making their own by-laws—provided, they a repugnant to the laws or constitution of this State, or of the U States—and of filling all vacancies in their own board, which m occasioned by death, resignation, or otherwise: *Provided,* Tha thing in this act contained, shall operate to impair or destroy in wise the superindence and control, given by law to the Senatus demicus of this State, over public schools instituted or supporte public moneys or funds of the same.

JOHN ABERCROMBIE,
Speaker of the House of Representati
ALLEN B. POWELL,

persons to whom such bond, obligation, or other agreement in writing as aforesaid was given, shall petition the court of ordinary of the county in which the executors or administrators reside, and annex a copy of such bond, obligation, or other agreement thereto, praying the court to direct the executors of such testator or administrator of such intestate, to make titles for the lands, tenements, or hereditaments, expressed in the said bond, obligation, or other agreement; whereupon the said court shall give at least three months' notice in one of the public gazettes and in the public places of the county of such application; and that the executors or administrators will be directed at the court to be held at the next term to make titles agreeably to such bond, obligation, or agreement; and if no objection shall be made thereto during the said next term it shall and may be lawful for the said executors of such testator, or the administrators of such intestate on application made to him or them for that purpose, and upon its being made known to his, her, or their satisfaction, that the contract hath been carried fairly into effect on the part of the person or persons to whom such bond, obligation, or other agreement in writing was made, or their legal representatives, and amount of the purchase money, or the consideration for which the said contract was entered into shall be fully paid or performed with the concurrence of the court of ordinary of the county in which the intestate died or resided at the time of his or her decease,* to make and execute titles in fee simple for such lands or tenements, and fully and completely perform the contract and agreement of the deceased, as perfectly and effectually to all intents and purposes as the party having made the said contract might or could have done when in life, any law to the contrary notwithstanding: *Provided always, nevertheless, and be it further enacted,* That if any of the heirs or legal representatives of the deceased shall oppose or dissent to the making of such titles by the executor or administrator, such executor or administrator shall withhold and forbear to make such title or titles until a suit shall be instituted against him or them, and a verdict of a jury or judgment of the court shall pass against him for that purpose.

SEC. 2. It shall be the duty of such executor or executors, administrator or administrators, in all cases where titles to lands are made in virtue of this act, to make a fair statement thereof, describing the boundaries and situation of the land and return the same, together with the bond, obligation or other agreement in writing, which may

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*NOTE. This latter provision repealed by act of 1850, (Cobb's New Digest, page 340,) as follows:

SEC. 1. *Be enacted,* That in all cases contemplated by the act entitled "An act to authorize and empower executors and administrators to make titles to land in certain cases, approved on the 15th day of February, in the year 1799," be so far changed as in no instance to require more than the judgment of the court of ordinary of the county where the executor or administrator may reside at the time of the commencement of the suit to authorize or empower him to make title, and that it shall not be necessary to obtain the concurrence of the court of ordinary in addition thereto of the county where the deceased resided at the time of his death, as contemplated by the aforesaid act, to authorize or empower the executor or administrator to make such title; and that all laws or parts of laws militating against this act be, and the same are hereby, repealed.

coran, of the city of Washington, in the District of Columbia, a ce
power in and by which I constituted, ordained, and made, and, i
place and stead, put said William W. Corcoran, to be my true,
cient, and lawful attorney, for me, and in my name and stead, a
my use, and on my behalf, to contract and agree for the sale, a
sell and dispose of to the government of the United States, for s
price as I might thereafter agree upon, the whole, or any part o
right, title, interest, and property, in and unto the estate know
Blythe Island, situated in Turtle river, in the harbor of Bruns
county of Glynn, and State of Georgia; and on the receipt o
agreed purchase money thereof, for me, and in my name to sign,
execute, and, as my voluntary act and deed, to deliver unto the
ernment of the United States such deed or deeds of conveyance o
whole or any part of my interest in said Blythe Island, with cove
of warranty of title, as may be reasonably required, giving and g
ing unto said William W. Corcoran full power and authority in
about the premises, and to use all due means, course, and proce
the law, for the full, effectual, and complete execution of the bus
aforedescribed, and in my name to make and execute due acquit
and discharge, and for the premises to appear, and my person to
resent, before any governor, judges, justices, officers and ministe
the law, whatsoever, in any court or courts of judicature, and t
on my behalf, to answer, defend, and reply unto all actions, ca
matters, and things, whatsoever, relating to the premises; al
submit any matter in dispute respecting the premises to arbitrati
otherwise, with full power to make and substitute for the pur
aforesaid one or more attorneys under him, said William W. Corc
and the same again at pleasure to revoke; and generally to say
act, transact, determine, accomplish, and finish all matters and th
whatsoever relating to the premises, as fully, amply, and effect

States of America and their assigns, all my interest in all that part of Blythe Island situated in Turtle river, opposite the city of Brunswick, county of Glynn, in the State of Georgia, which lies south of a line extending across said island, which was heretofore established by James McIntosh, H. J. Hartstene, and John M. Brooke, of the United States navy, and referred to in a report made by them to the Secretary of the Navy dated the 13th of March, 1857, and which is particularly shown in a tracing sketch to said deed of conveyance annexed, containing in all about 1,100 acres, be the same more or less.

And, whereas, my signature to said power, executed by me to said Corcoran, as hereinbefore set forth, was not properly attested and duly proved.

Now, therefore, know all men by these presents: That I, Thurston R. Bloom, do fully ratify and confirm the sale and conveyance of all my right, title, and interest of, in, and to the premises above described, so as aforesaid made and executed to the said United States of America, by my said attorney, William W. Corcoran.

In witness whereof, I have hereunto placed my hand and affixed my seal this 3d day of November, 1857.

THURSTON R. BLOOM. [L. S.]

Signed, sealed, and acknowledged, in presence of us—
ROBERT FLEMING.
E. A. NESBET.

GEORGE S. OBEAR,
Notary Public.

STATE OF GEORGIA, *Glynn County,*
Clerk's Office, Superior Court:

Recorded in record book M, folios 327–329, inclusive.

GEORGE J. ARNOW, *Clerk.*

NOVEMBER 6, 1857.

No. 41.

THIS INDENTURE, made the ninth day of November, in the year one thousand eight hundred and fifty-seven, between Henry C. King, of Wayne county, State of Georgia, and Jean Adams, his wife, and Frances Ann Parland, of the county of Glynn, State aforesaid, parties of the first part, and Samuel R. Brooks, Amos Davis, William Chauncey, D. Randolph Martin, Charles Illins, and George W. Hodges, of the city of New York, Edmund Monroe and Thomas A. Dexter, of the city of Boston, State of Massachusetts, and Charles Day and Thurston R. Bloom, of Macon, in the State of Georgia, parties of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of five dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, con-

firmed, released, and forever quit-claimed, and do by these presents grant, bargain, sell, convey, confirm, release, and forever quit-claim, both at law and in equity, unto the said parties of the second part, their heirs, executors, administrators, and assigns, all that certain tract of land, situate, lying, and being, in the county of Glynn, and State of Georgia, and described in a certain memorandum of agreement for future conveyance, made and entered into the 19th day of May, 1836, between John Parland, of the first part, and Abraham Colly, of the second part, (which said memorandum of agreement is on record in the clerk's office of the superior court of Glynn county, in book N, folio 442,) in the following words, to wit: "All that tract or parcel of land, called Blythe Island, situate, lying, and being, in the waters of the Turtle river, and opposite the town of Brunswick." To have and to hold said bargained premises, to them the said parties of the second part, to their own proper use and behoof, their heirs, executors, administrators, and assigns, in fee simple forever, free from any trust or liability in equity, in the behalf of us or either of us.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

JEAN ADAMS KING.
FRANCES ANN PARLAND.
HENRY C. KING.

Signed, sealed, and delivered, in presence of us—
FRANCIS D. SCARLETT.
JOSHUA GRIFFITH, *J. P.*

STATE OF GEORGIA, *Glynn County:*

Personally came before me, this 9th day of November, 1857, Jean Adams King, known to me to be the wife of Henry C. King, mentioned in the foregoing instrument, who being by me examined apart from her said husband, makes the following declaration: I, Jean Adams King, wife of Henry C. King, do declare, that I, freely and without any compulsion, signed, sealed, and delivered the above instrument of writing, passed between the said Henry C. King and myself, his wife, and Frances Ann Parland, of the first part, and Samuel R. Brooks, Amos Davis, William Chauncey, D. Randolph Martin, Charles Illins, and George W. Hodges, Edmund Monroe, Thomas A. Dexter, Charles Day, and Thurston R. Bloom, parties of the second part; and I do hereby renounce all title or claim of dower, that I might claim or be entitled to after the death of Henry C. King, my said husband, to or out of the land and tenements therein conveyed.

JEAN ADAMS KING.

In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

JOSHUA GRIFFITH, *J. P.*

GEORGIA, *Glynn county:*

Personally appeared before me, Joshua Griffith, a justice of the peace in and for said county, Francis M. Scarlett, who being duly sworn, deposeth and saith, that Francis Ann Parland and Jean Adams King, who executed the within deed of quit-claim, are the sole surviving heirs of John Parland, of said county, deceased, that they both have attained their majority, and that he himself was one of the administrators of the estate of said John Parland, and that Henry C. King, is the husband of the said Jean Adams King.

FRANCIS M. SCARLETT.

Signed and sworn to before me, this 9th day of November, A. D. 1857.

JOSHUA GRIFFITH, *J. P.*

GEORGIA, *Glynn county:*
Clerk's Office, Superior Court.

Recorded in record book M, folios 329, 331, this 12th day of November, 1857.

GEORGE J. ARNOW, *Clerk.*

No. 42.

THIS INDENTURE, made this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and fifty-seven, between Amos Davis, Samuel R. Brooks, William Chauncey, D. Randolph Martin, Charles Illins, Charles Day, and George W. Hodges, of the city of New York, Thomas A. Dexter, and Edmund Monroe, of Boston, in the State of Massachusetts, and Thurston R. Bloom, of Macon, in the State of Georgia, of the first part, and John A. Iselin, William M. Clark, E. S. Monroe, and Victor De Launay, of the city of New York, of the second part, by William W. Corcoran, of the city of Washington, in the District of Columbia, their duly authorized attorney, as appears by their powers to him for that purpose given, and which are hereunto annexed, and the United States of America of the third part, witnesseth:

The said parties of the first and second parts for and in consideration of the sum of one hundred and thirty thousand dollars, to them in hand paid by the said parties of the third part, through their said attorney, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, and conveyed, and by these presents do grant, bargain, sell, remise, release, and convey unto the United States and their assigns, the following described premises, to-wit:

All that part of Blythe Island, situated in Turtle river, opposite the city of Brunswick, county of Glynn, in the State of Georgia, which lies south of a line extending across said island, which was heretofore established by James McIntosh, H. J. Hartstene, and John M. Brooke, of the United States *navy*, and referred to in a report made by them

to the Secretary of the Navy, dated the 13th day of March, 1857, and which is particularly shown in the annexed tracing sketch of the premises hereby intended to be conveyed, containing in all about eleven hundred acres, be the same more or less.

To have and to hold the above described premises together with all and singular the appurtenances and hereditaments thereupon belonging, or in any wise appertaining, to the United States and their assigns forever.

And the said parties of the first part, for their heirs, executors, and administrators, in consideration of the premises, do hereby severally covenant, grant, and agree to and with the said parties of the third part and their assigns, that the said parties of the first parts at the time of the sealing and delivery of these presents are lawfully seized, of a good and absolute and indefeasible estate of inheritance in fee simple of all and singular the above granted, bargained, and described premises with the appurtenances, and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid.

And that the said parties of the third part and their assigns shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof with the appurtenances, without let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first and second part, their heirs, or assigns, or any other person or persons lawfully claiming or to claim the same.

And that the same are now free, clear, discharged, and unincumbered of and from all other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of what nature or kind soever.

And also, that the said parties of the first part, and their heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest of, in, or to the hereinbefore granted premises, by, from, under, or in trust for them, or either them, shall and will at any time or times hereafter upon the reasonable request, and at the proper costs and charges of the said party of the third part or their assigns, make, do, and execute, or cause to procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in law, for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said parties of the third part, and their assigns forever, as by the said party of the third part, and their assigns, or their counsel learned in the law, shall be reasonably devised, advised, or required.

And the said parties of the first part, their heirs, the above granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said parties of the third part and their assigns, against the said parties of the first and second parts, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said parties of the first and second part, by

their attorney aforesaid, have hereunto set their hands and seals, the day and year first above written.

AMOS DAVIS,
By W. W. CORCORAN, *Attorney.*
SAMUEL R. BROOKS,
By W. W. CORCORAN, *Attorney.*
WILLIAM CHAUNCEY,
By W. W. CORCORAN, *Attorney.*
D. RANDOLPH MARTIN,
By W. W. CORCORAN, *Attorney.*
CHARLES ILLINS,
By W. W. CORCORAN, *Attorney.*
CHARLES DAY,
By W. W. CORCORAN, *Attorney.*
GEORGE W. HODGES,
By W. W. CORCORAN, *Attorney.*
THOMAS A. DEXTER.
By W. W. CORCORAN, *Attorney.*
EDMUND MONROE,
By W. W. CORCORAN, *Attorney.*
THURSTON R. BLOOM,
By W. W. CORCORAN, *Attorney.*
JOHN A. ISELIN,
By W. W. CORCORAN, *Attorney.*
WILLIAM M. CLARK,
By W. W. CORCORAN, *Attorney.*
E. S. MUNROE,
By W. W. CORCORAN, *Attorney.*
V. DE LAUNAY,
By W. W. CORCORAN, *Attorney.*

Sealed and delivered in presence of—
ANTHONY HYDE,
As to all the fourteen signatures.
M. CALLAN,
As to all the fourteen signatures.

DISTRICT OF COLUMBIA, *Washington city:*

Be it remembered, that on this twenty-seventh day of October, in the year eighteen hundred and fifty-seven, before the undersigned, Nicholas Callan, a commissioner, resident in the city of Washington, duly commissioned and qualified by the executive authority and under the laws of the State of Georgia to take the acknowledgment of deeds, &c., to be used or recorded therein, personally appeared William W. Corcoran, to me well known to be the individual named in, and who executed the foregoing deed, and acknowledged that he had executed the said deed for himself and as attorney.

In testimony whereof, I have hereunto set my hand and official seal, the day and year aforesaid.

N. CALLAN,
Commissioner for the State of Georgia.

[The several powers of attorney under which W. W. Corcoran acted and signed, for the parties to the foregoing indenture, are attached to the original indenture filed in the Navy Department.]

No. 43.

THIS INDENTURE, made the 23d day of February, in the year 1856, between Amos Davis, of New York, Esq., of the first part, and George W. Hodges, of New York, Esq., of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of $5,000, lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all of one undivided thirty-second part ($\frac{1}{32}$) of Blythe Island, lying and being in the waters of Turtle river, opposite the city of Brunswick, in Glynn county, State of Georgia, and containing about 4,000 acres, more or less, subject to an agreement between the said party of the first part and the other owners of said island on the one part, and John L. Hays, of the city of Washington, on the other part, to go into effect upon certain conditions and contingencies therein expressed, and dated 19th December, A. D. 1854, to which reference is hereby made; the avails of the execution of said agreement to accrue to the benefit of said Hodges, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand, whatsoever, as well in law as in equity of the said party of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs, and assigns, forever. And the said Amos Davis, and his heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against the said party of the first part, his heirs, and against all and every person and persons, whomsoever, lawfully claiming, or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

AMOS DAVIS. [L. S.]

Sealed and delivered in the presence of—

H. J. CLARK.

JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State and resident in the city of New York, legally appointed by the governor of the State of Georgia to take testimony, acknowledgments, &c., to be used or recorded in that State, and qualified, do, under my hand and official seal, certify that on this 23d day of February, 1856, before me personally appeared Amos Davis, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

JOHN BISSELL,
Commissioner for Georgia.

No. 44.

THIS INDENTURE, made the twentieth day of February, one thousand eight hundred and fifty-six, between Amos Davis, Esq., of New York, of the first part, and Charles T. Cromwell, of Manering Island, Westchester county, New York, of the second part, witnesseth:

That the said parties of the first part, in consideration of four thousand dollars to him duly paid, have sold, and by these presents doth grant and convey to the said party of the second part, his heirs and assigns, the five (5) undivided thirty-second parts ($\frac{5}{32}$) of Blythe Island, lying and being in the waters of Turtle river, opposite the city of Brunswick, in Glynn county, State of Georgia, and containing about four thousand acres more or less, subject to an agreement between said Davis, and the other owners of said island, on the one part, and John L. Hays, of the city of Washington, on the other part, to go into effect upon certain conditions and contingencies therein expressed, and dated December 19, A. D. eighteen hundred and fifty-four, to which reference is hereby made, the avails of the execution of said agreement to accrue to the benefit of said Cromwell to the amount of the debt secured by this mortgage hereinafter expressed, with interest, and for payment of the same, and also two undivided eightieth parts of the Brunswick canal, connecting the Altamaha with Turtle river, in the State of Georgia, and the land belonging or appertaining to the same, with the rights and privileges thereof.

This grant is intended as a security for the payment of a bond made by said Amos Davis, bearing even date herewith, conditioned for the payment of the sum of four thousand dollars in one year, from the date hereof, with interest thereon at the rate of seven per cent per annum, payable half yearly, which payments if duly made will render this conveyance void. But, notwithstanding, if the said interest or payment, or any part thereof, should at any time remain in arrears and unpaid for twenty days after the same or any part thereof, by the tenor of said bond, falls due, then the whole principal sum shall become due, and be collected at the option of the said party of the second part or his assigns, and the said Amos Davis hereby covenants and promises

to make the payments, principal, and interest, as above stated, and the said party of the first part, hereby, in case of default in any of the payments of principal or interest, as aforesaid, at the times the same shall fall due expressly pledges the rents and profits of the said mortgaged premises during the continuance of this mortgage, to pay the said principal and interest, and hereby expressly agrees and gives authority in case of such default that such rents and profits may be thereupon collected, and the net proceeds thereof, after payment of expense and commissions of collection, may be applied towards payment of said interest and principal, and in case of such default, and a foreclosure is commenced, a receiver of such rents and profits may be forthwith appointed by the court in which the foreclosure is commenced, and the said Amos Davis, covenants to insure and keep insured the buildings and edifices erected or to be erected upon the said premises to their insurable value, in such company or by such insurers as shall be approved by the said party of the second part, and to assign the policy and renewals as further security for the payment of the said principal and interest, and in default thereof the said party of the second part and his assigns may insure the same and the premiums, with interest thereon, shall be a lien upon the said premises; and the said Davis covenants with said Cromwell, that the land and premises above described, and hereby intended to be mortgaged, are free and clear of and from all incumbrances, liens, and charges whatever, and that he is seized of an estate in fee simple thereof, and has good, right, and lawful authority to convey the same as conveyed in and by this mortgage, this security being executed and given and contract made with reference and to be enforced according to the laws of the State of Georgia.

And if default shall be made in the payment of the principal or interest, as above-mentioned, then the said party of the second part and his assigns are hereby authorized pursuant to statute, to sell the premises above granted, or so much thereof as will be necessary to satisfy the amout then due, with the costs and expenses allowed by law.

In witness whereof, the party of the first part has hereunto set his hand and seal, the day and year first above written.

AMOS DAVIS. [L. S.]

Sealed and delivered in the presence of—the word "eighteenth" in the description altered to "eightieth," and the word "five" also made so on another word, before execution—

JOHN BISSELL.
JOHN OAKEY.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State and resident in the city of New York, legally appointed by the governor of the State of Georgia, to take testimony, acknowledgments, &c., &c., to be used or recorded in that State, and qualified, do, under my hand and official seal, certify that on this 26th day of February, 1856, before me, personally appeared Amos Davis, signer and sealer of the annexed instru-

ment, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

[SEAL.] JOHN BISSELL,
Commissioner for Georgia.

Recorded this 10th day March, 1856.

JACOB W. MOORE,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk and Recorder's Office.

I, Jacob W. Moore, clerk, and recorder of deeds and mortgages, do certify that the above and foregoing is a true copy from record of mortgage from Amos Davis, Esq., to Charles T. Cromwell, as it appears on record in book M, folios 105 and 106.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of my office, this 26th day of March, 1857.

J. W. MOORE, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk and Recorder's Office.

I, Jacob W. Moore, clerk of the superior court, and recorder of deeds and mortgages for this county, in the State aforesaid, do hereby certify that there are no judgments or incumbrances against the present owners of Blythe Island, except the copy of mortgage from Amos Davis to Charles T. Cromwell, this day inclosed to Mr. Amos Davis, either on the minutes of our courts, or the records of this office.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of my office, at Brunswick, this 26th day of March, A. D. 1857.

JACOB W. MOORE.

No. 45.

THIS INDENTURE, made the 15th day of October, in the year 1857, between Charles T. Cromwell, of the city of New York, of the first part, and Amos Davis, of the same place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of $5,738 15, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim, unto the said party of the second part, and to his heirs and assigns forever, all the five (5) undivided thirty-second parts of Blythe Island, lying in the waters of Turtle river, opposite the city of Brunswick, in Glynn county, State of Georgia, and containing about 5,000 acres more or less, together with all and singular the tenements, hereditaments, and ap-

purtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand, whatsoever, as well in law as in equity, of the said party of the first part of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs, and assigns forever. This is intended as a release and discharge of said lands from and of all judgments, actions, suits, attachments, causes of action, and all liens and claims, whatsoever, belonging to me therein.

In witness whereof, the parties to the presents have hereunto interchangeably set their hands and seals the day and year first above written.

CHARLES T. CROMWELL. [L. S.]

Sealed and delivered in the presence of—
ADDISON F. TERRY.
JOHN OAKEY.

GEORGIA.

UNITED STATES OF AMERICA, } ss:
State of New York, City and County of New York, }

Be it remember, that on this 19th day of October, in the year 1857, before me, the undersigned, Edwin F. Corey, a commissioner, resident in the city of New York, duly commissioned and qualified by the executive authority and under laws of the State of Georgia, to take the acknowledgment of deeds, &c., to be used or recorded therein, personally appeared Charles T. Cromwell, to me personally known to be the individual named in and who executed the annexed instrument, and he acknowledged that he executed the said instrument for the purposes therein named and mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

EDWIN F. COREY,
Commissioner for the State of Georgia.
Office, Merchant's Exchange, New York.

No. 46.

Know all men by these presents: That we, Charles W. Cartwright and William H. Gardiner, of the city of Boston, and Simon Greenleaf, of Cambridge, in the Commonwealth of Massachusetts, Esqrs., trustees of the Brunswick Land Company, in consideration of eight thousand dollars paid by Mary Parland, as administratrix, and Francis

M. Scarlett, as administrator of the estate of John Parland, late of Glynn county, in the State of Georgia, deceased, the receipt whereof is hereby acknowledged, do by these presents, give, grant, bargain, sell, and convey unto the said Mary Parland and Francis M. Scarlett, in their said capacities of administratrix and administrator, as aforesaid, all that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the town of Brunswick, in said county of Glynn and State of Georgia, and being the same land conveyed to us in trust for said company by said Mary Parland and Francis M. Scarlett, as such administratrix and administrator, by leave of court for that purpose obtained, and which same land is hereby conveyed to them in mortgage for the purpose of securing payment of part of the purchase money to the estate of the said John Parland, deceased; to have and to hold the above granted premises, with the privileges and appurtenances thereto belonging to the said Mary Parland and Francis M. Scarlett, administratrix and administrator, as aforesaid, their heirs and assigns, to their sole use and behoof forever, but upon the trusts of their said administration.

And we, the said Cartwright, Greenleaf, and Gardiner, for ourselves and our heirs, executors, and administrators, do covenant with the said Mary Parland and Francis M. Scarlett, their heirs and assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances made or suffered by us; that we have good right to sell and convey the same to the said Mary Parland and Francis M. Scarlett, administratrix and administrator, as aforesaid; and that we will, and our heirs, executors, and administrators shall, warrant and defend the same to the said Mary Parland and Francis M. Scarlett, their heirs and assigns forever, against the lawful claims and demands of all persons claiming by, from, or under us: *Provided, nevertheless*, That if the said Brunswick Land Company shall pay unto the said Mary Parland and Francis M. Scarlett, as such administrators, or their successors or assigns, the said sum of eight thousand dollars, in two annual installments, namely, four thousand dollars on or before the 1st day January, 1839, and shall also pay interest on said sum at the rate of —— dollars per year upon every hundred dollars, to wit: on the —— day of —— in each year, and shall also keep the said premises constantly insured against fire to the amount of —— dollars, payable in case of loss to the said ——— ———, then this deed, as also two certain promissory notes bearing even date with these presents, signed by the said C. W. Cartwright, as president of the said Brunswick Land Company, whereby said company promises to pay to the said Mary Parland and Francis M. Scarlett, the said sum and interest, at the times aforesaid, shall all be absolutely void to all intents and purposes: *And provided, also*, That until default of, or in the payment of the said sum of eight thousand dollars, or of some part thereof, of the interest therefor, or other default contrary to the true intent and meaning of the preceding proviso, it shall and may be lawful to and for the said Brunswick Land Company, heirs and assigns, peaceably *and quietly to hold* and enjoy all and singular the premises

hereby granted, and to receive and take the rents and profits thereof to and for their own use and benefit, without the denial or interruption of or by the said Mary Parland and Francis M. Scarlett, their heirs or assigns, or of or by any other person or persons claiming from, by, or under them, or under the said John Parland, deceased.

In witness whereof we, the said Cartwright, Greenleaf, and Gardiner, trustees as aforesaid, have hereunto set our hands and seals, this eighteenth day of January, in the year of our Lord eighteen hundred and thirty-seven.

C. W. CARTWRIGHT.
SIMON GREENLEAF.
W. H. GARDINER.

Executed and delivered in presence of us—the words "their successors or," interlined before signing, and the printed words "heirs, executors, or administrators," "whereby," stricken out—

THOMAS A. DEXTER,
GEORGE J. F. ALLEYNE,
Witnesses to signature of W. H. Gardiner.
THOMAS A. DEXTER,
F. A. MESSINGER,
Witnesses to signature of C. W. Cartwright.
J. F. REY,
As to S. Greenleaf.

DISTRICT OF COLUMBIA, *Washington County, ss:*

January 25, A. D. 1837. Then personally appeared the above named Simon Greenleaf and acknowledged the above instrument to be his free act and deed, before me, one of the associate justices of the circuit court of the District of Columbia.

B. THURSTON.

COMMONWEALTH OF MASSACHUSETTS, }
Suffolk County, City of Boston, } *ss:*

Be it known, that on the day of the date hereof, before me, Thomas A. Dexter, a commissioner duly appointed under the great seal of the State of Georgia, within and for the Commonwealth of Massachusetts, resident in the city of Boston, and duly qualified to take the proof and acknowledgment of deeds and other instruments under seal, to be used or recorded in said State of Georgia, personally appeared Charles W. Cartwright and William H. Gardiner, Esqrs., both of whom are personally well known to me, and did in my presence sign and seal, and, as their voluntary act and deed, in their capacity of trustees of the Brunswick Land Company, severally duly execute, acknowledge, and deliver, the within deed, for the uses and purposes therein mentioned, and desired that the same might be recorded as such.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 19th day of January, in the year of our Lord 1837.

THOMAS A. DEXTER,
Commissioner.

GEORGIA, *Glynn County:*

This is to certify, that the notes for which the within mortgage was given as security for the payment thereof, have all been paid according to their tenor, and this mortgage discharged in full.

FRANCIS D. SCARLETT,
FRANCIS M. SCARLETT,
For MARY ANN PARLAND.

Brunswick, January 18, 1839.

GEORGIA, *Glynn County:*

I, Francis M. Scarlett, one of the late administrators on the estate of John Parland, hereby acknowledge that Francis D. Scarlett who signed the above certificate of the satisfaction of the within mortgage on the 18th January, 1839, did so, as the duly authorized agent of myself and Mary Ann Parland, administrator and administratrix of the estate of said John Parland, deceased, and that said mortgage is fully satisfied.

FRANCIS M. SCARLETT.

Signed, sealed in our presence, this 7th day of November, A. D. 1857.

F. M. HARRIS.
HAMILTON COUPER,
Notary Public, Chatham County.

Both of these acknowledgments of satisfaction of mortgage, &c., by Francis M. Scarlett and Francis D. Scarlett, are on record in the clerk's office in the superior court of Glynn county, in book I J, folio 36.

GEORGE J. ARNOW, *Clerk.*

No. 47.

All that undivided moiety of the tract or parcel of land held by us, the said Sarah Handly and Thomas Handly, as tenants in common, with, "on and bounded by the waters of Turtle river, in the county of Glynn, and State aforesaid, known and called by the name of Blythe Island, containing 4,205 acres, be the same more or less; of which 1,633 acres are marsh land, 260 acres are hammock land, and 2,312 acres are pine barren; the said island of Blythe, being bounded on all sides by the waters of Turtle river."

Thomas Handly and Sarah Handly to John Parland: Deed dated January 12, 1815, conveys "an undivided" moiety of above-described premises; recorded November 15, 1817, in book G, pages 306, &c.

Frederick Beal and John E. Carson, members of the board of commissioners of the Franklin County Academy to John Parland: Deed dated May 19, 1817, conveys an undivided moiety of above-described premises; recorded November 15, 1817, in book G, pages 307, &c.

Francis M. Scarlett and Mary Ann Parland, administrator and administratrix of John Parland, deceased, to Charles W. Cartwright, William Howard Gardiner, and Simon Greenleaf, trustees of the Brunswick Land Company: Deed dated March 14, 1837, conveys "all that tract or parcel of land, called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia;" recorded March 18, 1837, in book H, folio †60.

Charles W. Cartwright and William H. Gardiner, trustees, &c., to Samuel R. Brooks and Amos Davis: Deed dated April 9, 1851, conveys "all that tract or parcel of land, called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia;" recorded January 12, 1852, in book L, pages 55, &c.

Amos Davis to William Chauncey: Deed dated February 5, 1853, conveys "all the one undivided sixteenth part," of above-described premises; recorded March 10, 1853, in book L, page 182.

Samuel R. Brooks to D. Randolph Martin: Deed dated September 24, 1853, conveys "all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded 17, 1853, in book L, page 283.

Amos Davis to Thomas A. Dexter: Deed dated September 24, 1853, conveys ', all of one undivided thirty-second part of Blythe Island;" recorded November 12, 1853, in book L, page 291.

Amos Davis to Edmund Monroe: Deed dated September 24, 1853, conveys "all of the undivided one eighth part of one undivided half part of Blythe Island;" recorded November 12, 1853, in book L, page 292.

Samuel R. Brooks to Thomas A. Dexter: Deed dated September 24, 1853, conveys "all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded November 12, 1853, in book L, page 295.

Samuel R. Brooks to Edward Monroe: Deed dated September 24, 1853, conveys "all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded November 12, 1853, in book L, page 294.

Samuel R. Brooks to Thomas A. Dexter: Deed dated September 24, 1853, conveys "all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded November 12, 1853, in book L, page 295.

Samuel R. Brooks to Edward Monroe: Deed dated September 24, 1853, conveys "all the undivided one eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded November 12, 1853, in book L, page 294.

Samuel R. Brooks to Thomas A. Dexter: Deed dated September 24, 1853, conveys "all of one undivided thirty-second part of Blythe Island;" recorded November 12, 1853, in book L, page 296.

Samuel R. Brooks to Charles Illins: Deed dated September 29, 1853, conveys "all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded December 15, 1853, in book L, page 305.

Samuel R. Brooks to Charles Illins: Deed dated September 24, 1853, conveys "all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island;" recorded December 15, 1853, in book L, page 307.

Samuel R. Brooks to Charles Day and Thurston R. Bloom: Deed dated September 27, 1853, conveys "all the undivided fifteen thirty-second parts of Blythe Island;" recorded January 11, 1854, in book L, page 314.

Amos Davis to George W. Hodges: Deed dated February 23, 1856, conveys "one undivided thirty-second part of Blythe Island;" recorded October 28, 1856, in book M, pages 177 and 178.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Superior Court.

I, Jacob W. Moore, clerk of the superior court in and for said county, do hereby certify that the above and foregoing is a true abstract of the title for Blythe Island as it appears on record in this office, which is the only office in said county where such conveyances are recorded. And I further certify that there are no adverse claimants to any portion of said property.

In testimony whereof, I have hereunto set my hand and affixed the seal of court, this 11th of September, 1857.

[SEAL.]

Know all men by these presents: That we, Sarah Handly and Thomas Handly, of the county of Richmond, and State of Georgia, have granted, bargained, and sold, unto John Parland, of the county of Glynn, and State of Georgia, and by these presents do give, grant, bargain, and sell, enfeoff and confirm, for and in consideration of the sum of $1,500, to us in hand paid, the receipt whereof is hereby acknowledged, unto the said John Parland, all that undivided moiety of that tract or parcel of land held by us, the said Sarah Handly and Thomas Handly, as tenants in common with on, and bounded by the water of the Turtle river, in the county of Glynn, and State aforesaid, known and called by the name of Blythe Island, containing 4,205 acres, be the same more or less, of which 1,633 acres are marsh land, 260 acres are hammock land, and 2,312 acres are pine barren; the said island of Blythe being bounded on all sides by the waters of Turtle river; to have and to hold the said tract or parcel of land, with all the issues, profits, and appurtenances thereto, as fully and completely as we, the said Thomas Handly and Sarah Handly, have hitherto held the said undivided moiety of the said tract or parcel of land, to the said John Parland and his heirs forever, as tenants in

common with . And the said Sarah Handly and Thomas Handly do covenant and agree for themselves, their heirs, executors, administrators, and assigns, to warrant and defend the titles of the undivided moiety of the said tract or parcel of land above-mentioned and described, unto the said John Parland, his heirs, executors, administrators, and assigns, against all and every person, whatsoever, having, or pretending to have, any claim, legal or equitable, to the said undivided moiety of the island of Blythe with the said Sarah Handly and Thomas Handly.

In witness whereof, we have hereunto set our hands and seals the 12th day of January, in the year of our Lord 1815.

SARAH HANDLY. [L. S.]
THOMAS HANDLY. [L. S.]

Signed, sealed, and delivered before us—
JOHN HARTFORD MONTGOMERY.
JOHN McQUIN.

John McQuin, one of the subscribing witnesses to the within deed, being duly sworn, deposeth and saith that he saw Sarah Handly and Thomas Handly sign and seal the within, the same being first read to them in this deponents presence, and acknowledged the same as their act and deed; and that this deponent also saw John Hartford Montgomery, the other subscribing witness, sign the same, as a witness, in the deponent's presence, and in the presence of the said Sarah Handly and Thomas Handly.

JOHN McQUIN.

Sworn to before me, this 13th day of March, 1816.
JOHN CUMMING,
J. I. C. R. C.

Recorded this 15th day of November, 1817, or examined by me.
J. ABRAHAMS,
C. I. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record as it appears in book G, folios 306, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, 1857.

J. W. MOORE, *Clerk.*

Know all men by these presents, that we, Frederick Beal and John E. Carson, members of the board of commissioners of and in behalf of James Hooper, Dudley James, James Blair, and John Mullin, Esq., the other named commissioners of the said academy, and all of the county of Franklin, and State of Georgia, have granted, bargained,

and deed, and do by these presents sell and bargain with and unto John Parland, of the county of Glynn, and State aforesaid, and by these presents to give, grant, sell and bargain, enfeoff and confirm, for and in consideration of the sum of seventeen hundred and fifty dollars, to us in hand paid, the receipt whereof is hereby acknowledged, have this day sold unto the John Parland all that undivided moiety of that tract or parcel of land situate, lying, and being in the Glynn county, and on Turtle river, known and called by the name of Blythe Island, containing two thousand one hundred and two acres, be the same more or less to have and to hold the said tract or parcel of land, with all the rights, issues, profits, and appurtenances, thereunto belonging or in any wise appertaining thereunto, as fully and amply as we the said commissioners have hitherto held the said undivided moiety of the said tract or parcel of land, to the said John Parland and his heirs forever, in fee simple; and we the said Frederick Beal, and John E. Carson, members, for themselves and for the aforesaid James Hooper, Dudley James, James Blair, and John Mullins, Esq., named commissioners of the Franklin County Academy, do warrant and defend the title of the aforesaid undivided moiety of the said tract or parcel of land above-mentioned and described, as commissioners, as aforesaid unto the said John Parland, his heirs, executors, administrators, and assigns, against all every person whatsoever having or pretending to have any claim legal or equitable title to the said undivided moiety of the said tract or parcel of land, or to any part thereof. In witness whereof, we have hereunto set our hands and seal, this 19th day of May, 1817.

FREDERICK BEAL, [L. S.]
JOHN E. CARSON, [L. S.]

SAMUEL PILES, *J. I. C.*
JOSEPH MANNING.

Recorded this 15th day of November, 1817, and examined by me.
J. ABRAHAMS, *C. S. C. G. C.*

STATE OF GEORGIA, *Glynn County:*

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book G, folios 307, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

STATE OF GEORGIA, *Glynn County:*

This memorandum of agreement, made and entered into this 19th day of May, 1836, between John Parland, of the State and county aforesaid, of the one part, and Abraham Colby, of the city of Boston, and State of Massachusetts, of the other part, witnesseth: That the said John Parland doth by these presents promise and agree to sell to the said Abraham Colby, his heirs and assigns, all that tract or *parcel of land called Blythe* Island, situate, lying, and being in

the waters of the Turtle river, and opposite to the town of Brunswick, in the State and county aforesaid, for the sum of twelve thousand dollars, to be paid four thousand dollars on the 1st day of January, 1837, when and at which time the said John Parland doth promise and agree for himself or his assigns to make to the said Abraham Colby, or to his assigns, good and sufficient warranty titles to the said Blythe Island, he, the said Abraham Colby, being bound by these presents to give to the said John Parland, or to his assigns, a mortgage on the said Blythe Island, and personal security to secure to him, the said John Parland, the remaining eight thousand dollars of the sum agreed to be paid for the said Blythe Island, with legal interest thereon, which said eight thousand dollars are to be paid in two equal annual installments of four thousand dollars each, with the interest thereon, as follows, to wit: four thousand dollars and interest on the 1st day of January, 1838, and four thousand dollars and interest on the 1st day of January, 1839.

In witness whereof, I, the said John Parland, have hereunto set my hand and seal, the day and year above written.

JOHN PARLAND, [L. S.]

THOS. BUTLER KING,
ISAAC ABRAHAMS, *J. I. C. W. C.*

Recorded February 27, 1837.

JOHN BURNETT, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn county.

I, Jacob W. Moore, clerk of the superior court in the county and and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book H, folio 442.

In testimony whereof, I have hereunto set my hand officially and affixed the seal of court, at Brunswick, this 10th day of September. A. D. 1857.

J. W. MOORE, *Clerk.*

Know all men, that I, Abraham Colby, within named, in consideration of one dollar, and for divers other valuable considerations, paid me by Charles W. Cartwright, Simon Greenleaf, and William Harward Gardiner, Esqrs., trustees of the Brunswick Land Company, the receipt whereof I hereby acknowledge, do hereby assign, transfer, sell and convey, bargain and grant to the said Cartwright, Greenleaf, and Gardiner, all my right, title, and interest, at law and in equity, in and to all and singular the lands within mentioned, and also in and to the contract and obligation within, and all benefits, equities, and claims resulting to me under and by virtue of the same, hereby investing them, and each of them, with full power as my attorneys irrevocable, and with power of substitution in my name, place, and stead, but at their cost and expenses, and to their use and benefit, to adopt and pursue all lawful means to carry said contract into effect, and complete, effect, and to enforce the performance of the same on the part of the obliger therein named and his heirs and assigns, and to

require a valid and absolute title at law to said land, and to derive to themselves all the benefit and advantage which I might lawfully have derived from said contract or obligation, if this assignment and conveyance had not been made. To have and to hold the premises to them the said Cartwright, Greenleaf and Gardiner, in their said capacity of trustees, as joint tenants, and not as tenants in common, and to the survivors of them, and the heirs of such survivors and his assigns forever, in trust, for the use and benefit of the stockholders in the said Brunswick Land Company, and for the uses and purposes declared in the deed of trust made by Colby and Davis to them, dated September 12, 1836, and in the indenture and articles of agreement of the same date, therein referred to.

In witness whereof, I have hereunto set my hand and seal, this 21st day of September, 1836.

ABRAHAM COLBY. [L. S.]

Signed, sealed, and delivered in the presence of—
E. T. HASTINGS, Jr.
W. A. WELLMAN.

Recorded 27th February, 1837.

JOHN BURNETT, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book H, folios 443, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th September, A. D. 1857.

J. W. MOORE, *Clerk.*

STATE OF GEORGIA, *Glynn County:*

The honorable the court of ordinary for the county of Glynn, in the State aforesaid, to Mrs. Mary Ann Parland and Francis M. Scarlett:

Whereas, John Parland, late of the county and State aforesaid, deceased, died intestate, having whilst he lived, and at the time of his death, divers goods, chattels and credits, within the county and State aforesaid, by means whereof the full disposition and power of granting the administration of all and singular, the goods, chattels and credits, of the deceased; and also, auditing the accounts, calculations, and reckonings, of the said deceased, may be well and truly administered, converted, and disposed of, do hereby grant unto the said Mrs. Mary Ann Parland and Francis M. Scarlett, full power, by the tenor of these presents, to administer the goods, chattels, and credits, of the said deceased, which to him in his lifetime and at his death did belong; and to ask, levy, sue for, and recover the same, and to pay the debts, in which the deceased stood obliged, so far forth as his goods, chattels, and credits, will extend, according to their rate and order of law; being first sworn on the Holy Evangely of Almighty God, to make a true and perfect inventory thereof, and to exhibit the same

into the clerk of the court of ordinary's office, aforesaid, in order to be recorded, on or before the first Monday of January next, ensuing, and to render a just and true account, calculation, and reckoning, of the said administration, which thereunto required. And we ordain, depute, and constitute you, the said Mary Ann Parland and F. M. Scarlett, administratrix and administrator of all and singular the goods, chattels, and credits of the said deceased.

Witness the Hon. J. Hamilton Couper, the 7th day of November, in the year of our Lord 1836, and in the 61st year of American independence.

JOHN BURNETT, *Clerk.*

Recorded this 8th day of June, 1857.

STEPHEN J. GORTON,
Ordinary G. C.

GEORGIA, *Glynn County:*
Ordinary's Office.

This certifies that the above and foregoing instrument of writing, is a true copy of the letters of Mrs. Mary Ann Parland and Francis M. Scarlett, administratrix and administrator of the estate of John Parland, as recorded in this office in record book F.

Given under my hand and official signature, this 11th day of September, A. D. 1857.

STEPHEN J. GORTON,
Ordinary G. C.

STATE OF GEORGIA, *Glynn County:*

Whereas, John Parland, deceased, late of the State and county aforesaid, did, in his lifetime, to wit, on the 19th day of May, 1836, covenant and agree, to sell and convey to Abraham Colby, of the city of Boston, in the State of Massachusetts, all that tract or parcel of land called Blythe Island, situate, lying, and being, in the waters of Turtle river, and opposite to the town of Brunswick, in the State and county aforesaid, for the sum of $12,000, one-third of which sum was agreed to be paid on the 1st day of January, 1837, and $4,000 on the 1st day of January, 1838, and $4,000 on the 1st day of January, 1839, with legal interest thereon; and whereas, the said Abraham Colby did, on the 21st day of September, 1836, assign, transfer, sell and convey, bargain and grant, to C. W. Cartwright, Simon Greenleaf, and William Howard Gardiner, Esqrs., trustees of the Brunswick Land Company, all the right, title, and interest at law and in equity, in and to all and singular the said tract or parcel of land, called Blythe Island, which the said John Parland, did in his lifetime covenant and agree to sell and convey to the said Abraham Colby, for the sum of $12,000, to be paid as above stated; and whereas, the said John Parland has departed this life, and I, the undersigned, Francis M. Scarlett, am duly qualified, according to law, as the acting administrator of the estate of the said John Parland, deceased; know all men by these presents, that I, Francis M. Scarlett, of the State and county aforesaid, acting administrator as aforesaid, do hereby covenant, promise, and agree, to and

with the said Charles W. Cartwright, Simon Greenleaf and William Howard Gardiner, trustees as aforesaid, that I, the said Scarlett, will, so soon as the necessary permission can be obtained from the court, cause good and sufficient titles to be executed of and to the said tract or parcel of land called Blythe Island, aforesaid, unto the said C. W. Cartwright, Simon Greenleaf and William Howard Gardiner, trustees as aforesaid, in pursuance of, and agreeable with the terms and tenor of the aforesaid agreement, made and entered into between the said John Parland and the said Abraham Colby; they, the said trustees, being equally bound to comply therewith.

In witness whereof, I have hereunto set my hand and seal, this 31st day of December, in the year of our Lord, 1836.

FRANCIS M. SCARLETT, [L. S.]
Administrator of the estate of John Parland.

Witness:
THOS. BUTLER KING.
ISAAC ABRAHAMS, *J. I. C. W. C.*

Recorded 27th February, 1837.

JOHN BURNETT, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book H, folio 442, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

Whereas, the late John Parland did on the 19th day of May, 1836, covenant and agree to sell and convey to Abraham Colby all that tract or parcel of land called Blythe Island, for the sum of twelve thousand dollars, one third of which sum, or four thousand dollars, was agreed to be paid on the 1st day of January, 1837; and whereas, the said Abraham Colby did on the 21st day of September, 1836, assign, transfer, sell and convey, bargain and grant to C. W. Cartwright, Simon Greenleaf, and William Horward Gardiner, Esqrs., trustees of the Brunswick Land Company, all his right, title, and interest, at law and in equity, in and to the said tract or parcel of land called Blythe Island; now I, Francis M. Scarlett, acting administrator of the estate of the late John Parland deceased, do hereby acknowledge to have received from the said C. W. Cartwright, Simon Greenleaf and William Howard Gardiner, Esqrs., trustees as aforesaid, by the hand of Thomas Butler King, the sum of four thousand dollars in specie, it being the full amount of the first payment as stipulated to be paid on the 1st day of

January, 1837, in the articles of agreement within named between the late John Parland and Abraham Colby.

FRANCIS W. SCARLETT, [L. S.]
Administrator of the estate of John Parland.

ISAAC ABRAHAMS, *J. I. C. W. C.*
THOS. BUTLER KING,

Recorded February 27, 1837,

JOHN BURNETT, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book H, folio 443.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

Whereas, John Parland, late of the county of Glynn, and State of Georgia, in his lifetime did, on the 19th day of May, 1836, sell, and agree to convey to Abraham Colby, of the city of Boston, and State of Massachusetts, all that tract or parcel of land called Blythe Island, situated, lying, and being in the waters of Turtle river, in the county of Glynn, and State of Georgia, for the sum of $12,000.

And, whereas, the said Abraham Colby did, on the 21st day of September, 1836, transfer the said agreement unto Charles W. Cartwright and William Howard Gardiner, of the city of Boston, and Simon Greenleaf, of the town of Cambridge, in the Commonwealth of Massachusetts, Esqrs., as trustees of the Brunswick Land Company; and, whereas, an order or decree of the court of ordinary of Glynn county, aforesaid, has been obtained authorizing the undersigned, Francis M. Scarlett and Mary Ann Parland, administrators of the estate of said John Parland, deceased, to carry into effect the contract aforesaid, and, in compliance with the terms thereof, to convey the tract or parcel of land aforesaid called Blythe Island with the appurtenances. Now, therefore—

Know all men by these presents: That we, Francis M. Scarlett and Mary Ann Parland, administrators of the estate of the said John Parland, of Glynn county, and State of Georgia, deceased, in consideration of $12,000 paid us by Charles W. Cartwright and William Howard Gardiner, of the city of Boston, and Simon Greenleaf, of the town of Cambridge, in the Commonwealth of Massachusetts, Esqrs., as trustees, and in behalf of the stockholders in the Brunswick Land Company, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell, and convey, to the said Charles W. Cartwright, William Howard Gardiner, and Simon Greenleaf, in their capacity of trustees, as aforesaid, all that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia, to have and to hold the above granted

premises, with the appurtenances thereof, to them, the said Cartwright, Gardiner, and Greenleaf, and the survivor of them, and the heirs of such survivor, and to their assigns, in fee simple, forever in trust, for the use and benefit of the stockholders of the Brunswick Land Company, according to the terms and upon the conditions contained in their articles of association, dated September 12, A. D. 1836, to which reference is to be had; and we, Francis M. Scarlett and Mary Ann Parland, do, for ourselves, our successors, as administrators as aforesaid, and our heirs, executors, and administrators, hereby covenant, with the said Cartwright, Gardiner, and Greenleaf, their heirs, assigns, and successors in said trust; that we are lawfully seized as administrators as aforesaid, in fee simple of the premises; that they are free from all incumbrances; that we have good right to convey the same as aforesaid; and that we, our heirs, successors, executors, and administrators, shall, and will warrant and defend the same to them, the said Cartwright, Gardiner, and Greenleaf, and their heirs and assigns and successors forever, against the lawful claims and demands of all persons.

In witness whereof, we have hereunto set our hands and seals, this 14th day of March, A. D. 1837.

FRANCIS M. SCARLETT,
Administrator.
MARY ANN PARLAND,
Administratrix.

FRANCIS D. SCARLETT.
GEORGE BALLSH, *J. P.*

CLERK'S OFFICE, *Glynn County:*

Recorded in book H, folio 460, this 18th day of March, 1837.
JOHN BURNETT, *Clerk.*

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book H, folio 460, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th September, A. D. 1857.

J. W. MOORE, *Clerk.*

To all persons to whom these presents shall come: Charles W. Cartwright and William Howard Gardiner, both of Boston, in the county of Suffolk, and Commonwealth of Massachusetts, Esqrs., trustees for the joint stock company and association called the Brunswick Land Company, send greeting:

Whereas, Abraham Colby and Amos Davis, by their deed dated September 12, 1836, recorded with Glynn county deeds, in the State of Georgia, book H, pages 435 and 436, conveyed to said Cartwright, and Gardiner, and to Simon Greenleaf, of Cambridge, in the county of Middlesex, *and said Commonwealth*, Esqrs., as trustees for said land

company, certain parcels of land with the privileges and appurtenances thereto belonging, situated in and adjoining the city of Brunswick, in said Glynn county, to be held by said trustees upon the trusts recited in said deed and in a certain trust deed or indenture of two parts, bearing even date with said deed of said Colby and Davis, and herewith to be recorded, made between said Colby and Davis and others, then associates, of the one part, and said Cartwright, Greenleaf, and Gardiner, of the other part, as upon reference to said deed and said indenture will fully and at large appear.

And whereas, Francis W. Scarlett and Mary Ann Parland, administrators of John Parland, by deed dated March 14, 1837, recorded with Glynn county deeds, book H, page 460, conveyed to said trustees a certain tract of land called Blythe Island, in said Glynn county, as by reference to said deed will appear.

And whereas, Thomas Butler King, of said Glynn county, by deed dated January 9, 1838, recorded with Glynn county deeds, book, I J, folios 1 and 2, released to said trustees all his right, title, interest, and estate, in and to the tract of land situated in said Brunswick, and in said deed described, as in and by said deed, reference thereunto being had, will more fully appear.

And whereas, one Celia Lamb, of said Brunswick, by deed dated March 18, 1837, released and quit-claimed unto Edward Eldridge, of said Boston, all her right, title, interest, and estate in and to certain lots or parcels of land in said deed described, as by reference to said deed, recorded with Glynn county deeds, book H, folio 461, will more fully appear; and said Eldridge, by deed dated April 9, 1837, conveyed all his right, title, interest, and estate, in the said lots or parcels of land to said trustees, by reference to said deed, recorded with Glynn county deeds, book H, folio 480, will more fully appear.

And whereas, said trustees have, since the date of said deeds respectively, made sale from time to time of certain portions of said lands, and have leased certain other portions, and have held and managed the residue in trust for said land company, according to the provisions of said deed and indenture.

And whereas, said Greenleaf has, since the date of said deeds, resigned his said office as trustee, in the manner prescribed by article nineteenth of said trust indenture, by his deed bearing date February 10, 1844, and herewith to be recorded, and has thereby conveyed to said Cartwright and Gardiner, all his right, title, interest and estate in all and any lands in Glynn county, in the State of Georgia, lying in and adjacent to the town of Brunswick, and all other lands and other property whatsoever, which said Greenleaf held with them, said Cartwright and Gardiner, as trustees of said land company, under said trust deed, as in and by said deed of said Greenleaf, reference thereto being had, will appear.

And whereas, by force of said deed, and resignation of said Greenleaf, all the right, title, interest, and estate, whatsoever, in and to any and all such real estate aforesaid, which by said several deeds herein beforementioned, or otherwise, had been conveyed to, and had become and was vested in said Cartwright, Greenleaf, and Gardiner, in trust, as aforesaid, thereupon passed, and came to, and became, and

now is vested in said Cartwright and Gardiner, in trust, for said joint stock company and association, called the Brunswick Land Company.

And whereas the directors and stockholders of said land company have determined to sell and dispose of all the property of said company, and to wind up its affairs, and to dissolve the said association, and Samuel R. Brooks and Amos Davis, both of the city and State of New York, Esqrs., have offered and proposed to purchase all the unsold real estate and chattels, now held by said trustees as aforesaid for the said land company, and to pay therefor the sum of $18,000; and the directors of said land company, thereunto duly authorized by the provisions of said trust indenture, have agreed to sell the same to said Brooks and Davis for the said sum, and by a vote, a copy whereof is hereto annexed, passed in conformity to the provisions of said trust indenture, have ordered and directed said trustees to sell and convey all their right, title, interest, and estate, in and to said real estate "and chattels," and every part thereof to said Brooks and Davis, for the said sum.

Now, therefore, know ye, that the said Cartwright and Gardiner, trustees as aforesaid, in consideration of $18,000, paid by said Brooks and Davis, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do, by these presents, give, grant, bargain, sell, and convey, without any warranty, express or implied, unto them, the said Brooks and Davis, their heirs and assigns, all the right, title, interest, and estate of the said trustees of the said Brunswick Land Company in and to the following described parcels of land, in manner following, that is to say: All their right, title, interest, and estate in and to a certain tract or parcel of land, containing 45 acres, more or less, and thus described in the deed of said Colby and Davis, aforesaid: bounded westward, by lands of the heirs of William Piles, Robert Piles, and John Parland; northwardly, by the town of Brunswick; northeastwardly, by lands of Gee Dupree; and southeastwardly, by salt marshes; commencing at a stake on the marsh, and running N. 32° W., 36 chains to a stake on the edge of the town of Brunswick; thence N. 69° E. along the edge of the town, 9.50 chains, to a stake; thence S. 21° E. 6 chains, to a stake; thence, N. 88½° E. 12.70 chains, to a large live-oak on the edge of the marsh; thence, along the meandering edge of the said marsh, to the place of beginning; being the same parcel of land conveyed to said Abraham Colby by Gee Dupree, by his deed, dated January 21, in the year 1836, and recorded with Glynn county deeds, book H, folio 387, January 30, 1836.

Also, all their right, titles interest, and estate in and to that tract of land or parcel of land situate, lying, and being in the county aforesaid, bounded southerly by lands known as Moses Castman's; west, by the town commons of Brunswick; north, by lands of Urbannis Dart; eastwardly and northeastwardly, by salt marshes; commencing at a live-oak stake and running S. 89° E. 34.14 chains, to a live-oak stake on the edge of the marsh; thence N. 12° W. 6.90 chains, to a live-oak stump; thence N. 77° W. 2.60 chains, to a dead live-oak tree; thence N. 32° W. 6.50 chains, to a cedar stake; thence N. 60° W. 3.40 *chains, to live-oak stump*, thence N. 14° W. 60.10 chains, to a

dead live-oak tree; thence N. 71° W. 6.90 chains, to a dead live-oak tree; thence N. 1.29° E. 5.20 chains, to a cedar stake; thence N. 12° E. 7.09 chains, to a cedar stake; thence N. 89½° W. 19.28 chains, to a stake; thence due S. 33.05 chains, to the place of beginning; and containing about eighty acres, of which there are about ten acres of land in the southeastern corner which was originally sold by George Purvis to McKinzie, the balance being the southern part of a tract consisting of four fifty-acre lots of hammock land, originally a part of the eastern commons of the town of Brunswick, which were sold under an act of the general assembly of the State aforesaid, at Brunswick, on the 2d day of October, 1797, bid off and sold to Leighton Wilson, Esq., being the same parcel of land conveyed by his deed or indenture dated February 1, A. D. 1836, and recorded in Glynn county deeds, book H, folio 408 and 409.

Also, all their right, title, interest, and estate in and to a certain other tract of land thus described in said deed of said Colby and Davis; all that tract or parcel of land lying, being, and situated in the county of Glynn aforesaid, known as the Crispin Islands, containing 327 acres of high land and 1,000 acres of marsh, more or less, being the same parcel of land conveyed to said Davis and Colby by John Burnett, sr., by his deed or indenture dated December 17, 1835, and recorded in Glynn county deeds, book H, folio 382. Also, all their right, title, interest, and estate in and to the lands thus described in said deed of said Colby and Davis, viz: "all those fifty-seven lots, pieces, or parcels of land, containing five acres each, situate, lying, and being in the county of Glynn aforesaid, being part of the town commons of Brunswick, as aforesaid, that is to say, lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, with all the buildings thereon, and all the right, easement, privileges, and appurtenances thereto belonging; being the same several parcels of land conveyed to said Colby and Davis by James Hamilton Couper, Henry Dubignon, Charles Grant, Samuel M. Burnett, Thomas Bath King, and John Parland, of the county of Glynn, and State of Georgia, commissioners of the town commons of Brunswick, by deed dated September 2, 1836, recorded with Glynn county deeds, book H, folio 421, 422, and 423."

Also, all their right, title, interest, and estate in and to the lands thus described in said deed of said Davis and Colby, viz: "the following described lots or parcels of land lying in the north half of the town of Brunswick, in the county and State aforesaid, and known in the plan of said town by the following denominations and numbers, viz: water lots numbered 6, 7, 8, 9, 10, 11, 12, 13, and 14, and town lots Nos. 56, 57, 58, 59, 60, 61, 63, 64, 65, 119, 134, 135, 136, 139, 140, 141, 142, 143, 184, 185, 186, 187, 188, 189, 190, 191, 192, 238, 289, 290, 291, 292, 293, 333, 345, 346, 347, 362, 363, 364, 365, 367, 368, 369, 370, 371, 421, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 512, 513, 514, 517, 518, 519, 520, 294, 295, 296, 297, and 298," being the same lots conveyed with other lots by said Dart to said Colby and Davis, by deed dated December 5, 1835, recorded in Glynn county

deeds, book H, folios 387 and 389, upon the condition as to the construction of a canal, which, upon reference to said deed, will at large appear; which condition was by indenture between said Dart and said trustees, dated April 25, 1838, modified, and the term for the completion of the canal extended to December 5, 1839, as by reference to said indenture will at large appear, and into which above-described lands said Dart afterwards, on the 24th of November, 1842, entered for breach of said condition.

Also, all their right, title, interest, and estate in and to the lands described as follows in said deed of said Colby and Davis, viz: "the several lots and parcels of land lying and being in the town of Brunswick aforesaid, and known and described on a plan of said town by the following described numbers, namely: water lots numbered 2, 3, 4, 5, 16, 17, 18, 20, and town lots numbered 2, 3, 4, 5, 53, 55, 102, 115, 116, 230, 231, 232, 233, 280, 281, 282, 283, 243, 244, 358, 359, 360, 361, 508, 509, 510, 511, 247, 334, 348, 372, 373, 374, 375, 376, 422, 423, 424, 425, 426, 472, 473, 474, 475, 476, 522, 523, 524, 525, 526," being lots conveyed to said Colby and Davis by Urbannis Dart by his deed dated July 18, 1836; recorded with Glynn county deeds, book H, folios 412 and 413.

Also, all their right, title, interest, and estate in and to Blythe Island, so called, in said Glynn county, and thus described in said deed from the representatives of said John Parland, viz: "all that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia."

Also, all that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia.

Also, all their right, title, interest, and estate in and to the premises thus described in said deed of Celia Lamb to said Eldridge, under and by virtue of said deed of said Lamb to said Eldridge, and of said Eldridge to said trustees, viz: all those parcels or tracts of land situate, lying, and being in the town or city of Brunswick, in said county, and known on the plan and by the survey of said town as water lots, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, and as bay and town lots, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, whether the same are included in any of the beforementioned parcels or not; and, also, all their right, title, interest, and estate, in and to any other parcels of land in said Brunswick, under and by virtue of said deeds.

Also, all their rights, titles, interest, and estate, under and by virtue of said deed of said King, in and to the land thus described therein, whether included or not in the beforementioned parcels of land, viz: That tract or parcel of land containing thirteen acres, more or less, of salt marsh, bounded by lines running as follows, viz: Beginning at the water's edge, and running on the line dividing the old and new towns of Brunswick, in said county, N. 80° E. 2 chains 50 links; thence N. 5° W. 5 chains; thence N. 10° E. 5 chains 29 links; thence N. 40° E. 3 chains; thence N. 29° W. 13 chains 50 links; thence S. 9½° E. *40 chains 50 links, to* the beginning; which said tract or par-

cel of land adjoins the said town of Brunswick, as originally laid out, on the south, and the Academy creek or Oglethorpe bay on the west.

Also, all the right, title, interest, and estate of the said trustees, and of the said Brunswick Land Company, in and to all and singular the lands, tenements, and hereditaments whatsoever, lying within the State of Georgia, heretofore vested in, and now held by the said trustees upon the trusts aforesaid, although the same may not be herein particularly described or referred to; excepting, however, all lots or parcels of land, rights, privileges, easements, and appurtenances whatsoever, whether included in any of the foregoing descriptions or not, which have heretofore been sold and conveyed by or in behalf of said Brunswick Land Company and its trustees, and excepting and reserving also the right of lessees and other occupants of said lands, tenements, or hereditaments, or any part or parcel thereof lawfully derived from the said trustees; and it being understood that the seventy-four lots, conveyed to Colby and Davis by Dart's deed, dated July 18, 1836, are subject to the limitation of damages in case of eviction as against said Dart, which is provided for in said indenture between said Dart and said trustees, herein beforementioned and herewith to be recorded. To have and to hold the same, with all the rights, privileges, and appurtenances thereto belonging, to the said Brooks and Davis, their heirs, and assigns, to their use and behoof forever, free and discharged, agreeably to article twenty-six of said indenture of trust herein beforementioned, from all the trusts thereby created free of all obligations on the part of said grantees, their heirs, and assigns, to see to the application of the purchase money by them paid, and of all obligation to inquire whether said trustees, in making this sale have acted conformably to the trust in them reposed, as provided by said article twenty-six.

In testimony whereof, the said Cartwright and Gardiner, trustees as aforesaid, have hereunto set their hands and seals, this 9th day of April, in the year of our Lord, 1851.

W. W. GARDINER.
C. W. CARTWRIGHT.

Signed, sealed and delivered, in presence of us—"Moses Eastman," west by, "twenty-eight," "fifty," "four hundred and eighty-two," "on the south" *interlined;* "out," "eighty," *erased;* "manner" written over an erasure before signing; "any of and chattels," twice interlined; "to" and "&," twice erased; "and every," written over erasure before signing—

C. S. RIPLEY.
BENJ. H.

STATE OF MASSACHUSETTS, *County of Suffolk:*

Be it remembered, that on the 9th day of April, in the year of our Lord, 1851, the within named Charles W. Cartwright and William H. Gardiner, who have signed the within deed, have personally appeared before Benjamin H. , a commissioner in and for said State, appointed by the governor of the State of Georgia, to take the acknowledgment and proof of deeds, and instruments of writing

under seal, to be used and recorded in the said State of Georgia, and acknowledged that they signed, sealed, and delivered the within as their voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand seal, the day and year aforesaid.

BENJAMIN H. , [L. S.]
Georgia Commissioner.

Voted, That the trustees be authorized and directed to sell and convey to Samuel R. Brooks and Amos Davis, all the remaining real estate, and all the chattels lying at Brunswick, in the State of Georgia, belonging to this company, for the sum of $18,000, without any warranty of title, or other covenant, or obligation, whatever, on the part of this, concerning the same.

I hereby certify, the above to be a true and exact copy from the original containing the vote, as read to the directors of the Brunswick Land Company, at their meeting held at the office of Charles Amory, Esq., on Tuesday, the 8th day of April, 1851.

I also certify, that the above is an exact copy of the said vote as recorded on the record book of the directors of the Brunswick Land Company.

EDWARD A. DEXTER,
Clerk of Brunswick Land Company.

Recorded this 12th day of January, A. D. 1852.

_____,
Clerk S. C. S. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify, that the above and foregoing, is a true copy from record, as it appears in book L, pages 55, &c.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 5th day of February, in the year 1853, between Amos Davis, of the city, county, and State of New York, party of the first part, and William Chauncey, of the same place, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim, unto the said party of the second part, and to his heirs and assigns forever, all the one undivided sixteenth part of all that certain island called *Blythe Island, situate*, lying, and being, in the waters of Turtle *river, in the county of* Glynn, State of Georgia; the said island being

the same conveyed by Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to William H. Gardiner and Charles W. Cartwright, trustees, &c., by deed dated March 14, 1837, and recorded in Glynn county deeds, book H, page 460, and by the said Cartwright and Gardiner, conveyed to Samuel R. Brooks and the party of the first part, by deed, dated April 9, 1851, and recorded with Glynn county deeds, book L, folios 55, *et seq;* and the said one sixteenth hereby conveyed, being one undivided eighth of all the right, title, and interest, of the party of the first part in said island, together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits, thereof. And also, all the estate, right, title, and interest, property, possession, claim and demand, whatever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

AMOS DAVIS. [L. S.]

Sealed and delivered in the presence of—
J. T. GLEASON,
JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the law, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., &c., to be used or recorded in that State, do by this instrument, given under my hand and official seal, certify that on the 7th day of February, 1853, before me personally appeared Amos Davis, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

JOHN BISSELL,
Commissioner for Georgia.

Recorded this 10th day of March, 1853.

ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior ccurt in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, page 182.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 24th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, of the first part, and D. Randolph Martin, of the same place, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing or delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, and confirm unto the said party of the second part, and to his heirs and assigns forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows: "All that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed, with other property, by said Charles W. Cartwright and William H. Gardiner, to Samuel R. Brooks and Amos Davis by deed dated April 9, 1851, and recorded with Glynn county deeds January 12, 1852, book L, pages 55, &c., together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, and interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, or to the above-described premises, and every part or parcel thereof, with the appurtenances, to have and to hold all of singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the said Samuel Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered in any manner or way whatever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in presence of—

F. W. CHURCHILL.

JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK:

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., to be used or recorded in that State, do, by this instrument, given under my hand and official seal, certify that on the 24th of September, 1853, before me personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

JOHN BISSELL, [L. S.]
Commissioner for Georgia.

Recorded this 17th day of October, 1853.

ALEXANDER SCRANTON,
Clerk, S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 283.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 24th day of September, in the year 1853, between Amos Davis, of the city, county, and State of New York, of the first part, and Thomas A. Dexter, of the city of Boston, and Commonwealth of Massachusetts, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his assigns forever, all of one undivided thirty-second part of Blythe Island, so-called, in Glynn county, in the State of Georgia, which island is described in a certain deed from Francis M. Scarlett, and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright, and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows, namely: "All that tract or parcel of land called Blythe Island, situate, lying, and being on the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed with other property, by the said Charles W. Cartwright, and William H. Gardiner, to Samuel R. Brooks, and Amos Davis, by deed

dated April 9, 1851, and recorded with Glynn county deeds, dated April 9, 1851, and recorded with Glynn county deeds, January 12, 1852, in book L, page 55, &c., together with all, and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and issues and profits. And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, or to the above-described premises, and every part or parcel thereof with the appurtenances, to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs, and assigns, forever.

And the said Amos Davis, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said party of the second part, his and assigns that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered, in any manner or way whatsoever.

In witness whereof the said party of the first part, hath hereunto set his hand and seal, the day and year above written.

AMOS DAVIS. [L. S.]

Sealed and delivered in presence of—
SAMUEL C. THOMPSON,
HENRY W. COWLES.

STATE OF NEW YORK, }
City and County of New York, } *ss:*

By this public instrument be it known, to all whom it may concern, that I, Henry W. Cowles, commissioner in and for the State of New York, duly commissioned by his excellency the governor of the State of Georgia by virtue of an act entitled "An act to authorize the appointment of commissioners, &c.," passed December 22, 1829, and therein and thereby authorized and empowered to take the proof and acknowledgment of any deed, mortgage, conveyance of any lands, tenements, or hereditaments, lying or being in the State of Georgia; also, of any contract, power of attorney, or other writing under seal, to be used or recorded in said State, with free power and authority to administer oaths, affirmations, &c., do hereby certify, that on the 19th day of October, 1853, before me, the aforesaid commissioner, personally came Amos Davis, to me personally known, the party grantor in the annexed deed, who has signed the annexed deed, and he did acknowledge that he signed, sealed, and delivered the same as his voluntary act of deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal, the day and year above written.

HENRY W. COWLES, [L. S.]
Commissioner for the State of Georgia.

Recorded this 12th day of November, A. D. 1853.
ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 291.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 24th day of September, in the year 1853, between Amos Davis, of the city, county, and State of New York, of the first part, and Edmund Monroe, of the city of Boston, and Commonwealth of Massachusetts, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all of the undivided one eighth part of one undivided half part of Blythe Island, so called, in Glynn county, in the State of Georgia, which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administratrix of John Parland, to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows, namely: "all that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and is the same Blythe Island conveyed with other property by the said Charles W. Cartwright and William H. Gardiner to Samuel B. Brooks and Amos Davis by deed dated April 9, 1851, and recorded with Glynn county deeds dated April 9, 1851, and recorded with Glynn county deeds January 12, 1852, in book L, page 55, &c., together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and, also, all the estate, right, title, interest, property possession, claim, and demand, whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances: to have and to hold all and singular the above-mentioned and described, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Amos Davis,

for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said party of the second part, his and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered, in any manner or way whatsoever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

AMOS DAVIS. [L. S.]

Sealed and delivered in the presence of—
SAMUEL C. THOMPSON.
HENRY W. COWLES.

STATE OF NEW YORK, }
City and County of New York, } *ss:*

By this public indenture, be it known, to all whom it may concern, that I, Henry W. Cowles, commissioner in and for the State of New York, duly commissioned by his excellency the governor of the State of Georgia, by virtue of an act entitled "An act to authorize the appointment of commissioners," &c., passed December 22, 1829, and therein and thereby authorized and empowered to take the proof or acknowledgment of any deed, mortgage, or conveyance, of any lands, tenements, or hereditaments, lying or being in the State of Georgia; also, of any contract, power of attorney, or other writing under seal, to be used or recorded in said State, with free power and authority to administer oaths, affirmations, &c., do hereby certify, that on the 19th day of October, 1853, before me, the aforesaid commissioner, personally came Amos Davis, to me personally known, the grantor in the annexed deed, who has signed the annexed deed, and he has acknowledged that he signed, sealed, and delivered the same, as his voluntary act and deed, for the use and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal, the day and year above written.

[SEAL.] HENRY H. COWLES,
Commissioner for the State of Georgia.

Recorded this 12th day of November, 1853.
ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 292.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of said court, at Brunswick, this 10th day of September, 1857.

J. W. MOORE, Clerk.

THIS INDENTURE, made this 24th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, of the first part, and Thomas A. Dexter, of the city of Boston, State of Massachusetts, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright and William H Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows: "all that tract or parcel of land, called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed with other property, by said Charles W. Cartwright and William H. Gardiner, to Samuel R. Brooks and Amos Davis, by deed, dated April 9, 1851, and recorded with Glynn county deeds, January 12, 1852, in book L, page 55, &c., together with all and singular the tenements, hereditaments, and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits; and also, all the estate, right, right, title, interest, property, possession, claim, and demand, whatsoever, as well in law as in equity, of the said party of the first, and in or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said Samuel R. Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the party of the second part, his heirs and assigns, that he hath not made, done, committed, executed, or suffered act or acts, thing or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered, in any manner or way whatsoever.

In testimony whereof, the party of the first part, hath hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in the presence of—
F. H. CHURCHILL.
JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., &c., to be used or recorded in that State, do, by this instrument, given under my hand and official seal, certify that on the 24th day of September, 1853, before me personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

JOHN BISSELL, [L. S.]
Commissioner for Georgia.

Recorded this 12th day of November, 1853.

ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 295.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 24th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, and Edward Monroe, of the city of Boston, State of Massachusetts, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, recorded with Glynn county deeds, book H, page 460, as follows: "All that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed, with other property, by said Charles W. Cartwright and William H. Gardiner, to Samuel R. Brooks, and

Amos Davis, by deed dated April 9, 1851, and recorded in the Glynn county deeds January 12, 1852, in book , pages 55, &c.; together with all and singular the tenements and hereditaments thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, and to the above-described premises, and every part and parcel thereof, with the appurtenances, to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the said Samuel R. Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are or at any time hereafter shall or may be impeached, charged, or incumbered in any manner or way whatever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in the presence of—
F. H. CHURCHILL.
JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the law and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., &c., to be used or recorded in that State, do, by this instrument, given under my hand and official seal, certify that on the 24th day of September, 1853, before me personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

JOHN BISSELL, [L. S.]
Commissioner for Georgia.

Recorded this 12th day of November, 1853.

ALEXANDER SCRANTON,
Clerk, S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 294.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, September 10, 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 24th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, Esq., of the first part, and Thomas A. Dexter, of the city of Boston, and Commonwealth of Massachusetts, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim, unto the said party of the second part, and to his heirs and assigns forever, all of one undivided thirty-second part of Blythe Island, so-called, in Glynn county, in the State of Georgia, which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland to Charles W. Cartwright, and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows, namely: "All that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed with other property by the said Charles W. Cartwright and William H. Gardiner to Samuel R. Brooks and Amos Davis by deed dated April 9, 1851, and recorded with Glynn county deeds January 12, 1852, in book L, page 55, &c., together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim, and demand, whatever, as well in law as in equity, of the said party of the first part of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in the presence of—the words "*of the city of,*" "*island,*" "*and recorded with Glynn county deeds,*" being first erased; also, the words "*dated April* 9, 1851," being first erased—

H. J. CLARK.
JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State and resident in the city of New York, appointed by the governor of the State of Georgia, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c.,

to be used or recorded in that State, do, by this istrument, given under my hand and official seal, certify that on the 20th day of October, 1853, before me, personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

JOHN BISSELL,
Commissioner for Georgia.

Recorded this 12th day of November, 1853.

ALEXANDER SCARLETT,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 296.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 29th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, of the first part, and Charles Illins, of the same place, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to me in hand paid by said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows: "All that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in the county of Glynn, State of Georgia," and which is the same Blythe Island conveyed with other property by said Charles W. Cartwright and William H. Gardiner to Samuel R. Brooks and Amos Davis, by deed dated April 9, 1851, and recorded with Glynn county deeds January 12, 1852, in book L, page 55, &c., together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and re-

versions, remainder and remainders, rents, issues, and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim, and demand, whatever, as well in law as in equity of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Samuel R. Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said party of the second part, his heirs, and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered in any manner or way whatsoever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in presence of—
JOHN BISSELL.
HENRY G. WHEELER.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the law, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., to be used or recorded in that State, do, by this instrument, given under my hand and official seal, certify that on the 30th day of September, 1853, before me, personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

JOHN BISSELL, [L. S.]
Commissioner for Georgia.

Recorded this 15th day of December, 1853.

ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folios 305 and 306.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th day of September, A. D. 1857.

J. W. MOORE, Clerk.

THIS INDENTURE, made the 24th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, of the first part, and Charles Illins, of the same place, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows: "All that tract or parcel of land, called Blythe Island, situate, lying, and being, in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island, conveyed with other property, by said Charles W. Cartwright and William H. Gardiner, to Samuel R. Brooks and Amos Davis, by deed, dated April 9, 1851, and recorded with Glynn county deeds, January 12, 1852, in book L, page 55, &c.; together with all and singular the tenements, hereditaments, and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, property, possession, claim and demand, whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances, to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Samuel R. Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said party of the second part, his heirs and assigns, that he hath not made, done, committed, executed, or suffered, any act or acts, thing or things, whatsoever, whereby, or by reason whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered, in any manner or way whatsoever.

In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS. [L. S.]

Sealed and delivered in the presence of—

F. H. CHURCHILL.

JOHN BISSELL.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified, to take testimony, acknowledgments, &c., &c., to be used, or recorded in that State; do, by this instrument, given under my hand and official seal, certify that on the 24th day of September, 1853, before me, personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

[SEAL.]

JOHN BISSELL,
Commissioner for Georgia.

Recorded this 15th day of December, 1853.

ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folios 306 and 307.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of the court, at Brunswick, this 10th September, A. D. 1857.

J. W. MOORE, *Clerk.*

THIS INDENTURE, made the 27th day of September, in the year 1853, between Samuel R. Brooks, of the city, county, and State of New York, of the first part, and Charles Day and Thurston R. Bloom, both of the State of Georgia, parties of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the undivided one-eighth part of the undivided fifteen thirty-second parts of Blythe Island, in Glynn county, Georgia, and which island is described in a certain deed from Francis M. Scarlett and Mary Ann Parland, administrators of John Parland, to Charles W. Cartwright and William H. Gardiner, trustees, &c., dated March 14, 1851, and recorded with Glynn county deeds, book H, page 460, as follows: "All that tract or parcel of land called Blythe Island, situate, lying, and being in the waters of Turtle river, and opposite to the city of Brunswick, in said county of Glynn, and State of Georgia," and which is the same Blythe Island conveyed, with other property, by said Charles W. Cartwright and William H. Gardiner,

to Samuel R. Brooks and Amos Davis, by deed dated April 9, 1851, and recorded with Glynn county deeds January 12, 1852, in book L, pages 55, &c.; together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, or demand whatsoever, as well in law as in equity, of the said party of the first part of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

And the said Samuel R. Brooks, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said parties of the second part, their heirs and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or incumbered in any manner or way whatsoever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

SAMUEL R. BROOKS, [L. S.]

Sealed and delivered in the presence of—
F. H. CHURCHILL.
JOHN BISSELL.

STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

I, John Bissell, a commissioner for the State, and resident in the city of New York, appointed by the governor of the State of Georgia, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgments, &c., &c., to be used or recorded in that State, do, by this instrument, given under my hand and official seal, certify that on the 27th day of September, 1853, before me personally appeared Samuel R. Brooks, signer and sealer of the annexed instrument, and acknowledged the same to be his free act and deed, for the uses and purposes therein mentioned.

JOHN BISSELL, [L. S.]
Commissioner for Georgia.

Recorded this 11th day of January, 1854.

ALEXANDER SCRANTON,
Clerk S. C. G. C.

STATE OF GEORGIA, *Glynn County:*
Clerk's Office, Glynn County.

I, Jacob W. Moore, clerk of the superior court in the county and State aforesaid, do hereby certify that the above and foregoing is a true copy from record, as it appears in book L, folio 314.

In testimony whereof, I have hereunto set my hand officially, and affixed the seal of court, at Brunswick, this 10th September, A. D. 1857.

J. W. MOORE, *Clerk.*

STATE OF GEORGIA, *Glynn County:*

In person, appeared before the undersigned, John S. Martin, a justice of the superior court, in and for the said county, Jacob Moore, who being by me duly sworn, saith that he is about seventy years of age, and has resided during that whole time in said Glynn county; that he was well acquainted with the late John Parland, and knows Blythe Island, in said county, to have been purchased by said Parland; (one-half in the year 1815, from Sarah and Thomas Handly, and the remainder from the commissioners of the Franklin County Academy, in the year 1817;) that from the time of the said purchase down to the time of his decease, which took place in the year 1836 or 1837, said Parland occupied and cultivated said island as a Sea-island cotton plantation, during all which time, being a period of about 20 years, said island remained in the quiet and undisturbed possession of said Parland.

That in the year 1837, the said island was conveyed by Francis M. Scarlett and Mary Ann Parland, administrator and administratrix of said John Parland, to the trustees of the Brunswick Land Company, who had quiet and peaceable possession of said island as such trnstees, until the year 1851, when it was purchased from them by Samuel R. Brooks, and Amos Davis, and that said Brooks and Davis, or those claiming under them, have had peaceable and undisturbed possession of said island ever since it was so purchased by Brooks and Davis.

That said island has been actually occupied and cultivated by said Parland, or by those claiming under him, and by said Brooks and Davis, or those claiming under them, for a period of forty years last past.

JACOB MOORE, Sr.

Sworn to before me, this 11th September, 1857.

JOHN S. MARTIN, *J. S. C. G. C.*

No. 48.

ATTORNEY GENERAL'S OFFICE,
November 21, 1857.

SIR: I have the honor to acknowledge the receipt of your communication of the 23d ultimo, submitting to my consideration, papers in relation to the title to about 1,100 acres of land on the south end of Blythe Island, Georgia, proposed to be purchased as a site for naval purposes.

Since the receipt of your letter, other papers have been added, and among them, a deed from Amos Davis and others, by William W.

Corcoran and his attorney to the United States for the said land, which has been duly recorded.

I have examined these papers, and hereby certify that the said deed vests in the United States valid title to the premises, herein described.

Very respectfully,

J. S. BLACK.

Hon. I. TOUCEY,
Secretary of the Navy.

No. 49.

NAVY DEPARTMENT, *November* 23, 1857.

SIR: I have the honor to transmit herewith a copy of an act of the legislature of the State of Georgia, ceding to the United States jurisdiction over "certain land on Blythe Island," and respectfully request to be advised what, in your opinion, is the effect of the exception embraced in these words, concluding the first section of the act, viz:

"And to cede jurisdiction and control over the same *except* in all civil and criminal matters in which the rights of the citizens or the laws of Georgia may be involved."

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. J. S. BLACK,
Attorney General.

No. 50.

AN ACT to give the consent of the State of Georgia to a purchase made by the United States of America of certain land on Blythe Island, for the purpose of establishing a navy-yard thereon, and to cede jurisdiction over the same.

Whereas, the United States of America having purchased eleven hundred acres of land on the southern end of Blythe Island, on Turtle river, in the county of Glynn and State of Georgia, for the purpose of establishing a navy-yard thereon, it is desired that the assent of the State of Georgia should be given to said purchase, and that jurisdiction over the same should be ceded to the said United States of America:

SECTION 1. *Be it therefore enacted by the Senate and House of Representatives of the State of Georgia in General Assembly met, and it is hereby enacted by authority of the same,* That the consent of the State of Georgia is hereby given to said purchase of the land above-described, and, also, to any purchase that may be hereafter made by said United States of America of any other part or parts of said Blythe Island for government purposes, and that the jurisdiction of the State of Georgia over, and all its rights in and to, and all improvements now placed, or that may be hereafter placed, on such portion of said

island as said United States of America have already purchased, or may hereafter purchase, as aforesaid, is hereby ceded to said United States of America, to have, hold, own, and occupy, and to exercise jurisdiction and control over the same, except in all civil and criminal matters in which the rights of the citizens or the laws of Georgia may be involved.

SEC. 2. *Be it enacted*, That all laws or parts of laws militating against this act be, and are hereby, repealed.

JOHN E. WARD,
President of the Senate.
JOHN W. H. UNDERWOOD,
Speaker of the House of Representatives.

Attest:
W. B. TURHUM,
Secretary of the Senate.
ALEXANDER M. SPEER,
Clerk of the House of Representatives.

Approved November 14, 1857.

JOSEPH E. BROWN,
Governor.

SECRETARY OF STATE'S OFFICE,
Milledgeville, Georgia, November 14, 1857.

I hereby certify that the foregoing is a correct copy of an act "to give the consent of the State of Georgia to a purchase made by the United States of America of certain land on Blythe Island, for the purpose of establishing a navy-yard thereon, and to cede jurisdiction over the same," as appears from the enrolled act on file in this office.

Given under my hand and seal of office, this 14th November, 1857.

E. P. WATKINS,
Secretary of State.

No. 51.

ATTORNEY GENERAL'S OFFICE,
November 23, 1857.

SIR: I have the honor to acknowledge the receipt of your communication of this date, transmitting a copy of an act of the legislature of the State of Georgia, giving its consent to the purchase of a part of Blythe Island, in that State, for naval purposes, and you ask my opinion as to the effect of the exception contained in the first section.

The third resolution of September 11, 1841, (5 United States Laws, 468,) prohibits the expenditure of public money on land thereafter to be purchased for public purposes, until the Attorney General shall have certified the title to be valid, "and also, the consent of the legislature of the State, in which the land or site may be situated, shall be given to the said purchase."

This does not require the cession of jurisdiction, either exclusive or otherwise. When the legislature consents to the purchase, the eighth section of the Constitution provides for exercising exclusive legislation, which is full jurisdiction "over all places purchased by the consent of the legislature of the State in which the same shall be," for the erection of dock-yards, &c.

In this act in question, the "consent" of the legislature to the purchase is complete, and having been given, the Constitution carries with it the authority and jurisdiction required by the resolutions of 1841. This bill authorizes the expenditure of money upon the purchase.

The Georgia act also cedes jurisdiction, but reserves certain privileges, which are understood to mean the right to serve process. This is, substantially, the common reservation made in nearly all the acts of consent or cession of jurisdiction.

The late Attorney General, fully examined cases when similar cessions were made, and came to the conclusion that they were sufficient under the resolutions in question. (See vol. 7 Opinions, p. 628.) I see no reason to question the correctness of his conclusions. Upon both grounds, I am of opinion that the Georgia act is sufficient to meet the requirements of the resolutions of Congress.

Very respectfully,

J. S. BLACK.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 52.

HOUSE OF REPRESENTATIVES,
January 28, 1858.

SIR: The Committee on Naval Affairs, having had referred to them a bill, introduced by myself in the House of Representatives, having for its object the appropriation of money to construct a "naval depot" authorized by the act of the last Congress upon "Blythe Island," and the same having been referred to me by that committee as one of its members, and being desirous of obtaining such information as will enable the committee to act understandingly, will you do me the favor to state when, and what time, the work contemplated by law will be commenced? What amount of money will be required beyond the present appropriation to complete said work?

And that you will furnish such estimates for said work as will lead to some probable conclusion of what will be necessary to prosecute the work without delay.

I am, sir, yours respectfully,

JAMES L. SEWARD.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 53.

NAVY DEPARTMENT, *February* 8, 1858.

SIR: I have the honor to acknowledge the receipt of your letter of the 28th ultimo, desiring certain information connected with the naval depot, authorized by an act of the last Congress, to be constructed upon Blythe Island, Georgia; and to state in reply, that the department has ordered W. P. S. Sanger, Esq., civil engineer, attached to the Bureau of Yards and Docks, to proceed to Brunswick, and make the necessary surveys, &c., for the purpose of preparing plans, specifications, and estimates, for the construction of the naval depot.

Very respectfully, &c.,

I. TOUCEY.

Hon. JAMES L. SEWARD,
Committee on Naval Affairs,
House of Representatives.

No. 54.

NAVY DEPARTMENT, *February* 8, 1858.

SIR: You will proceed to Brunswick, Georgia, and make the necessary surveys, levelings, and soundings, for the purpose of preparing the plans, specifications, and estimates, for the construction of a naval depot upon Blythe Island, as authorized by an act of the last Congress.

Such assistance as you may require in making the surveys, &c., you will procure at Brunswick.

Very respectfully, your obedient servant,

I. TOUCEY.

WM. P. S. SANGER, Esq., *Civil Engineer,*
Bureau of Yards and Docks.

No. 55.

HOUSE OF REPRESENTATIVES,
February 11, 1858.

SIR: I understand that the department has determined to send William P. Sanger, Esq., to Brunswick, Georgia, to make a survey of the navy-yard provided for under the act of the last Congress. You will pardon me if I suggest that his operations would be greatly facilitated and expedited if he could have some suitable person to accompany him to give him assistance. Common laborers could be procured at Brunswick, but beyond this it is doubtful whether such help as might be necessary could be obtained. If other appropriations are to be made

by Congress it is important that as little delay as possible should be had in receiving necessary estimates dependant upon Mr. Sanger's report.

Very respectfully,

JAMES L. SEWARD.

Hon. I. TOUCEY,
Secretary of the Navy.

No. 56.

BUREAU OF YARDS AND DOCKS,
March 23, 1858.

SIR: I have the honor to report that, in obedience to your order of the 8th ultimo, I proceeded to Brunswick, Georgia, and have made the necessary surveys, levelings, and soundings as directed, and herewith submit a plan of the same.

The soundings on the plan show the depths at high tide, and the water-lines show the depths at low tide, estimating the range at nine feet. The red figures between the eighteen-feet water-lines show the depth of water at low tide, and the red figures on the land show the elevations above high-water.

With great respect, your obedient servant,

W. P. S. SANGER,
Engineer.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

No. 57.

IN THE SENATE OF THE UNITED STATES, *May* 6, 1858.

Resolved, That the Secretary of the Navy be requested to inform the Senate what measures have been taken by the department to execute the act of the 28th January, 1857, "authorizing the establishment of a naval depot on Blythe Island, at Brunswick, Georgia;" what steps, if any, the department proposes to adopt in the prosecution of said work; and at what time it is intended to commence and go on with the same; and the reasons why the commencement of the necessary works has not been made.

Attest:

ASBURY DICKINS, *Secretary.*
By W. HICKEY, *Chief Clerk.*

No. 58.

NAVY DEPARTMENT, *May* 13, 1858.

SIR: In reply to the resolution of the Senate of the 6th instant requesting the Secretary of the Navy to inform the Senate "what measures have been taken by the department to execute the act of the 28th January, 1857, 'authorizing the establishment of a naval depot on Blythe Island, at Brunswick, Georgia;' what steps, if any, the department proposes to adopt in the prosecution of said work, and at what time it is intended to commence and go on with the same, and the reasons why the commencement of the necessary works has not been made," I have the honor to state that, in the execution of the act mentioned, the department, under instructions from the President, on the 19th of February, 1857, directed a commission, composed of Captain McIntosh, Commander Hartstene, and Lieutenant Brooke, of the navy, and Civil Engineer Calvin Brown, to proceed to Blythe Island and make the necessary examination and report a suitable site for the depot authorized. The report of the commission, accompanied with charts and sketches of the island, was made March 13, 1857. A proposition was then made by the owners for the sale of the whole island, and in June an executory contract for the purchase by the government of about 1,100 acres was entered into. The legislature of the State of Georgia having, on the 14th of November, 1857, ceded jurisdiction to the United States over the lands, and the title to them declared by the Attorney General of the United States good and sufficient, the purchase was concluded, and the money paid November 24, 1857.

On the 7th of February last the department ordered Mr. Sanger, the civil engineer attached to the Bureau of Yards and Docks, to proceed to Blythe Island and make the necessary surveys and take the levels with a view of submitting a plan for the naval depot and estimates adequate to its completion. The levels have been taken and the surveys made, but business of the department requiring the presence of Mr. Sanger at Pensacola, the plans have not been matured.

In reply to the inquiry why the commencement of the necessary works has not been made, I would state that there is no money in the treasury which can be applied for that purpose without diverting it from other indispensable objects. They fall within the class of public works authorized by Congress, which, not having been commenced, it is not deemed expedient or proper to commence during the present condition of the treasury.

I am, sir, with great respect, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN C. BRECKINRIDGE,
President of the Senate.

No. 59.

Statement of the several amounts, and for what objects, expended of the fund appropriated by Congress for the purchase of a site on Blythe Island for a naval depot, &c.

Expenses of the commission of officers appointed to select a site	$85 37
Traveling expenses of the Hon. A. Iverson, who visited the island to make certain examinations at the request of the department	45 00
Traveling expenses of Mr. Sanger, civil engineer, ordered to Blythe Island to take soundings, levels, &c	161 60
Expenses incurred by Mr. Sanger in the performance of the above duty	317 88
Purchase of the site for depot	130,000 00
	130,609 85
Unexpended	69,390 15
Appropriation	200,000 00

36TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 57.

REPORT

OF THE

SECRETARY OF THE INTERIOR,

COMMUNICATED

In answer to a resolution of the Senate calling for copies of all bids for, and of contracts entered into for, fitting up the saloons of the east and west wings of the Patent Office with model-cases and galleries.

JUNE 15, 1860.—Read and ordered to lie on the table.
JUNE 20, 1860.—Motion to print referred to the Committee on Printing.
JUNE 22, 1860.—Report in favor of printing submitted, considered, and agreed to.

DEPARTMENT OF THE INTERIOR,
June 15, 1860.

SIR: In compliance with the resolution of the Senate, adopted June 8, 1860, calling for "copies of all bids for, and of contracts entered into for, fitting up the saloons of the east and west wings of the Patent Office with model-cases and galleries, with a statement of the amount of appropriations made for fitting up each saloon, and the amount paid for the same, giving copies of the measurers' bills in each case, and specifying particularly the quantity of iron castings used and the price paid per pound therefor; also the quantity of other iron work, and the price paid per pound or foot; and, also, whether any part of the fitting up of said saloons was given out without receiving bids therefor, and, if so, what portions were so given out, by whom and to whom given out, and what amount was paid for the service," I directed the Commissioner of Patents to prepare a statement of the facts.

This report was made yesterday, and I have now the honor to transmit a copy of the same, with the accompanying documents, for the information of the Senate.

With great respect, your obedient servant,

J. THOMPSON,
Secretary.

Hon. J. C. BRECKINRIDGE,
President of the Senate.

UNITED STATES PATENT OFFICE,
Washington, June 14, 1860.

SIR: I respectfully submit the following statement, with the accompanying papers, in answer to the resolution of the Senate of the 8th instant:

The appropriation made by Congress for "furnishing the rooms of the new (east) wing of the Patent Office building with furniture, and providing the saloon therein with cases for models" was approved on the 31st of May, 1854, amounting to forty-five thousand dollars; an additional appropriation of fifteen thousand dollars was made 3d of March, 1855; in all amounting to sixty thousand dollars; of which the sum of sixteen thousand dollars was used to reimburse the patent fund what had previously been used for furnishing the rooms of that wing; leaving the sum of forty-four thousand dollars.

The copies of the bills paid for the east wing show an excess of one hundred and sixty-three dollars and sixty-seven cents, which was charged to the patent fund.

The appropriation for the "west wing" was made 3d March, 1857, amounting to the sum of fifty thousand dollars, of which the sum of thirty-seven thousand six hundred and thirty-one dollars and twelve cents only has, as yet, been expended.

No special "contracts" were entered into for the necessary work and furniture in either the east or west wings, whilst, at the same time, agreements were made with Janes, Bebee & Co. for the heavy expenditures for the iron work, and with Henry S. Davis for the chief part of the carpenters' work, in both saloons; copies of the offers made, and the agreements entered into in this connection, are also annexed.

It will be at once perceived, by reference to Janes, Bebee & Co.'s bills, that most of the iron work was not paid for by the foot or pound, the agreement having been for a stipulated price for each "case," according to plans and drawings furnished to them.

For that portion, however, which was furnished by weight, amounting to 48,186 pounds, the sum of six cents per pound was paid, and for the railing, measuring 2,159 feet, the sum of $1 10 per foot was allowed; besides, there were five sets of iron stairs, for which the sum of three hundred and seventy-five dollars per set was paid.

In the same manner agreements were made for all the necessary carpenters' work, as per plans and drawings furnished, to be paid for at certain stipulated reductions from the measurers' prices.

That portion of the work for which no special written agreements were made was given out generally by the superintendent in charge, in conjunction with the Commissioner of Patents.

Accompanying this statement, I transmit copies of all bills paid for expenditures in both the east and west wings, together with copies of offers received, and agreements entered into with sundry persons in connection therewith, which, it is believed, will furnish a satisfactory reply to all the points covered by the Senate's resolution.

I have the honor to be, very respectfully, your obedient servant,

PHILIP F. THOMAS,
Commissioner.

Hon. JACOB THOMPSON, *Secretary of the Interior.*

PROPOSALS AND AGREEMENTS.

Proposal of Bogardus & Hoppin, for iron cases.

NEW YORK, *July* 27, 1853.

DEAR SIR: We have received your favor of the 26th instant. We have examined the drawings and estimated that the cases will cost—finished, delivered, and put up at the building—two hundred and seventy-five dollars ($275) each.

We are, yours, very respectfully,

BOGARDUS & HOPPIN.

EDWARD CLARK, Esq.,
Superintendent Patent Office Building, Washington.

Proposal of Janes, Bebee & Co., for iron cases for Patent Office.

NEW YORK, *July* 29, 1853.

SIR: Having examined the drawings submitted to us by Mr. T. U. Walter, for the thirty-eight cases required for the Patent Office, and estimated their cost, we respectfully offer to execute them (exclusive of the sash) in the best and most workmanlike manner, and put them up in Washington, complete, including every expense, for $270 each case.

Very respectfully, your obedient servants,

JANES, BEBEE & CO.,
356 *Broadway, New York.*

Hon. Judge MASON,
Commissioner of Patents.

Agreement of Janes, Bebee & Co., for iron cases for saloon east wing Patent Office, October 10, 1853.

Agreement between the United States of America, of the first part, by Charles Mason, Commissioner of Patents, acting under the authority of, and for and in behalf of the said United States, in the fitting up of the eastern wing of the Patent Office Building, and Janes, Bebee & Co., iron workers, of the city of New York, of the second part,

Witnesseth: that the party of the first part being about to fit up the aforesaid eastern wing of the Patent Office building, to receive models and other government property pertaining to the Patent Office, will require a quantity of cases for the long room in the third story of the aforesaid eastern wing, and, in consequence thereof, hereby enters into contract with the parties of the second part, for executing, furnishing, delivering, and putting up the iron work of the same, according to the stipulations hereinafter set forth.

The parties of the second part, in consideration of the matters hereinafter referred to and set out, covenant and agree to and with the party of the first part, to execute, furnish, deliver, and put up, at the proper cost of the said parties of the second part, in the third story of the aforesaid eastern wing of the Patent Office building, all the iron work of thirty-eight (38) cases, each 14 feet long, 4 feet wide, and 8 feet 7 inches high, according to the designs of the superintendent of the Patent Office building, dated July 14, 1853, and signed by the contracting parties; also, two (2) cases of similar design, 14 feet long, 8 feet wide, and 8 feet 7 inches high, with a center pilaster on each of the 8 feet faces, in addition to the two on the corners. The bases of *four* of the cases to be pierced between the plinths for the admission of heat into the room; the hinges to be neatly fitted on the pilasters, and the screw-holes prepared for hanging the doors. The whole of the work to be done in the best manner; all the joints and connections to be perfectly fitted, and the edges made square, true, and straight; and the whole of the forty (40) cases to be entirely completed in every part to the satisfaction of the party of the first part, on or before the 1st day of February, 1854.

The party of the first part, in consideration of the premises, covenants, and agrees to pay to the parties of the second part, on the completion and approval, as aforesaid, of the beforementioned *forty* (40) *cases*, the sum of two hundred and seventy (270) dollars for each case, that is to say, the aggregate sum of ten thousand eight hundred (10,800) dollars for the whole forty (40) cases, when finished, including every expense.

Provided, however, that in case the party of the first part shall be of opinion that this contract is not in due progress of execution, or that the parties of the second part are irregular or negligent in the performance thereof; in such case, he shall be authorized to declare the same forfeited, and it shall thereupon become null, as far as it regards the party of the first part; and the parties of the second part shall have no appeal from the opinion and decision aforesaid; and they hereby release all right to except to or question the same in any place or under any circumstances whatever; but they shall still remain liable to the party of first part for any damages that may have been occasioned to him by the said irregularity or negligence.

And it is further stipulated and agreed that no member of Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and this contract shall be, in all its parts, subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And for the true and faithful performance of all and singular the covenant articles and agreements, hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

Thus covenanted and agreed by us, the parties aforesaid, this tenth

day of October, in the year one thousand eight hundred and fifty-three, as witness their seals.

JANES, BEBEE & CO. [SEAL.]
CHAS. MASON. [SEAL.]

Signed, sealed, and delivered in the presence of—
ERASTUS GOODWIN.

H. S. Davis's proposals for carpenters' work in saloon.

WASHINGTON, *February* 3, 1854.

SIR: The undersigned proposes, and will contract, to do the carpenters' work for the large room in the Patent Office, as per plans, on the following terms, to wit: The framing, ceiling, and flooring to be done at fifteen per cent. off of measurement; the cases, including the sash, at twenty-five per cent. off of measurement; but if the sash is not included, the case to be done at twenty per cent. off of measurement.

And should the office contract with me for the speedy and faithful fulfillment of the obligations, I will give as good security as this city affords, to any reasonable amount.

Very respectfully, &c.,

H. S. DAVIS.

Hon. Judge MASON,
Commissioner of Patents.

Contract with H. S. Davis for carpenters' work. 1854.

Agreement between Henry S. Davis, carpenter, of the city of Washington, of the first part, and Charles Mason, Commissioner of Patents, acting for and in behalf of the United States, of the second part, in furnishing the saloon of the east wing of the Patent Office building, witnesseth:

That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees, to and with the party of the second part, to execute, furnish, and put up all the carpenters' work required for the wooden cases, and the sash for the iron cases, in the saloon of the east wing of the Patent Office building, in the best manner, according to the plans of the superintendent, under his direction, and subject to his approval.

The party of the second part, in consideration of the premises, covenants and agrees to pay to the party of the first part, for the aforementioned carpenters' work, at the rate of twenty-five per cent. discount off of the regular measurement prices.

And it is further agreed to by the parties, that payment may be made by the party of the second part for any portion of the work as it progresses, *on the certificate* of the superintendent, a reservation of

twenty per cent. being made until the work is satisfactorily completed. And it is hereby expressly understood and agreed to by the parties, that the whole of this contract shall be completed on or before the 1st day of June next.

Thus covenanted and agreed to by us, the parties aforesaid, in the city of Washington, this 13th day of February, 1854, as witness our hands and seals.

H. S. DAVIS. [L. S.]
CHAS. MASON. [L. S.]

Signed, sealed, and delivered in the presence of—
EDWARD CLARK.

Contract between H. S. Davis and Commissioner Mason for fitting up cases in east saloon of Patent Office.

Agreement between Henry S. Davis, carpenter, of the city of Washington, of the first part, and Charles Mason, Commissioner of Patents, acting for and in behalf of the United States, of the second part, in furnishing the saloon of the east wing of the Patent Office building, witnesseth:

That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees, to and with the party of the second part, to execute, furnish, and put up all the carpenters' work required for the wooden cases in the saloon of the east wing of the Patent Office building in the best manner, according to the plans of the superintendent, under his direction, and subject to his approval.

The party of the second part, in consideration of the premises, covenants and agrees to pay to the party of the first part, for the aforementioned carpenters' work, at the rate of twenty-five per cent. discount off of the regular measurement prices.

And it is further agreed to by the parties, that payment may be made by the party of the second part for any portion of the work as it progresses, on the certificate of the superintendent, a reservation of twenty per cent. being made until the work is satisfactorily completed. And it is hereby expressly understood and agreed to by the parties, that the whole of this contract shall be completed on or before the 1st day of June next.

Thus covenanted and agreed to by us, the parties aforesaid, in the city of Washington, this 13th day of February, 1854, as witness our hands and seals.

HENRY S. DAVIS. [L. S.]
CHAS. MASON. [L. S.]

Signed, sealed, and delivered in the presence of—
EDWARD CLARK.

J. W. Barker's proposal for carpenters' work at saloon.

WASHINGTON, D. C., *February* 6, 1854.

SIR: I will agree to do the work of the flooring and cleating at twelve per cent. from the measurement price; or I will do the work for $3,600, or work and materials for $5,300.

The work on the cases I will do at twenty per cent. from measurement, or the whole to be done at seventeen per cent. less than measurement, or a portion of each at the same rate, (seventeen per cent. off.)

Yours, &c.,

JAMES W. BARKER.

Hon. COMMISSIONER OF PATENTS.

R. J. Falconer's proposal for carpenters' work in saloon.

WASHINGTON, *February* 7, 1854.

SIR: I have examined the drawings of the work that you wished me to estimate for, and have come to the conclusion that fifteen per cent. off of measurement will be a fair deduction of the same, and I will agree to make the cases for twenty per cent. off of measurement. It is understood that all the material is to be furnished by the government.

R. J. FALCONER.

Mr. MASON,
Commissioner of Patents.

Contract of R. J. Falconer, for carpenters' work in saloon of east wing, Patent Office. 1854.

Agreement between Ralph J. Falconer, carpenter, of the city of Washington, of the first part, and Charles Mason, Commissioner of Patents, acting for and in behalf of the United States, of the second part, in furnishing the saloon of the east wing of the Patent Office building, witnesseth:

That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees, to and with the party of the second part, to furnish, execute, and put up all the carpenters' work required in the construction of the floor and ceiling for the cases in the saloon of the east wing of the Patent Office building, in the best manner, according to the plans of the superintendent, under his direction and subject to his approval.

The party of the second part, in consideration of the premises, covenants and agrees to pay to the party of the first part, for the aforementioned carpenters' work, at the rate of fifteen per cent. discount off of the regular measurement prices.

And it is further agreed to by the parties, that payment may be made by the party of the second part for any portion of the work as it progresses, on the certificate of the superintendent, a reservation of

twenty per cent. being made until the work is satisfactorily completed.

And it is hereby expressly understood and agreed to by the parties, that the whole of this contract shall be completed on or before the 1st day of June next.

Thus covenanted and agreed to by us, the parties aforesaid, in the city of Washington, this 13th day of February, 1854. As witness our hands and seals.

R. J. FALCONER. [L. S.]
CHAS. MASON. [L. S.]

Signed, sealed, and delivered in the presence of—
EDWARD CLARK.

Contract with Jonathan T. Walker for lumber, saloon of east wing, Patent Office.

Agreement between Jonathan T. Walker, lumber merchant, of the city of Washington, of the first part, and Charles Mason, Commissioner of Patents, acting for and in behalf of the United States, of the second part, in furnishing the saloon of the east wing of the Patent Office building, witnesseth:

That the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees, to and with the party of the second part, to furnish all the lumber required for the wooden cases in the saloon of the east wing of the Patent Office building, under the direction and subject to the approval of the superintendent, as follows, viz:

Clear Carolina flooring, free of knots, sap, and shakes, to hold 1⅛ inch, when dressed, at	$50 per 1,000 feet.
Clear white pine boards (merchantable)	45 per 1,000 feet.
Clear white pine boards, clear of shakes, blue sap, and loose knots, for shelving	40 per 1,000 feet.
Clear 4x6 scantling, the best that can be procured	35 per 1,000 feet.

The party of the second part, in consideration of the premises, covenants and agrees to pay to the party of the first part, for the aforementioned lumber, according to the above-mentioned prices.

Thus covenanted and agreed to by us, the parties aforesaid, in the city of Washington, this 10th day of March, 1854, as witness our hands and seals.

JONATHAN T. WALKER. [L. S.]
CHAS. MASON. [L. S.]

Signed, sealed, and delivered in the presence of—
EDWARD CLARK.

Contract with Baker & Brother for glass. 1854.

Agreement between Baker & Brother, of the city of Baltimore, Maryland, of the first part, and Charles Mason, Commissioner of

Patents, acting for and in behalf the United States, of the second part, in furnishing glass for the model and other cases for the Patent Office of the United States,

Witnesseth: that the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees to and with the party of the second part, to furnish all the glass that may be required for the model and other cases for the Patent Office, at the prices set forth and marked on the printed schedule of Baker & Brother, with a deduction of twenty per cent; that is, 8,000 panes, 10x20, at twelve and a half cents per pane; and 1,400 panes, 16¼x20, at twenty-two cents per pane, said deduction of twenty per cent. to be made from the prices. All said glass to be furnished at the Patent Office, free of breakage; all to be of first quality, perfectly straight, free from blisters, stains, smoke, inequalities, and imperfections of all kinds; all subject to the inspections of the superintendent of the building of the Patent Office. One half of said glass to be delivered on or before the first day of April, eighteen hundred and fifty-four, and the balance when wanted.

This contract covenanted and agreed to by the undersigned, in the city of Baltimore, on this twentieth day of February, eighteen hundred and fifty-four, as witness our hand and seal.

BAKER & BROTHER. [SEAL.]

Signed, sealed, and delivered in presence of—
WM. STEAR.

Proposal of W. De Lamano in relation to graining.

NEW YORK, *October* 24, 1854.

I propose to do all the graining of outside of cases in saloon of east wing of the Patent Office building, also ceiling of gallery, and give the same one coat of varnish, for the sum of $800, the work to be done according to specimens furnished by me; the whole work to be subject to the approval of the Commissioner of Patents and the superintendent of the building.

Respectfully,
WM. DE LAMANO,
468 *Broadway, New York.*

COMMISSIONER OF PATENTS.

D. Finch & Son's proposal for painting and glazing in saloon. 1854.

We will glaze all the glass to be glazed in the cases for the new wing of the Patent Office, including the materials for the same, exclusive of the glass, for six (6) cents per light.

We will also paint the same, three good coats paint, for fifteen (15) cents per yard. All to be done in the best manner.

Very respectfully, yours,
D. FINCH & SON.

Hon. CHAS. MASON,
Commissioner of Patents.

Wickersham's proposal for railing for gallery of saloon.

NEW YORK, *June* 26, 1854.

DEAR SIR: Mr. Edward Clark, architect, left with me the plans of the railing for the United States Patent Office, desiring that I should send you an estimate for the construction and putting up of the desired amount of railing, at so much per lineal foot. The length of the whole, as I understand is about 1,200 feet, made of 1¼-inch tubing (outside measure) including—

194 cast-iron posts.
32 cast-iron sockets at M. pillars.
80 cast-iron sockets at cases.

The price for the above will be: Made of plain pipe, at $1 per lineal foot; and of *polished pipe*, at $1 12½ per lineal foot. The polished pipe will look better and more workmanlike in finish. If any additional posts are wanted, price will be $2 each; for each one deducted, $1 75 will be allowed. I am confident I can make you a neat and substantial job, and would be much pleased to receive the order.

Yours, &c.,

J. B. WICKERSHAM.

Hon. C. MASON,
Commissioner United States Patent Office, Washington.

Janes, Bebee & Co.'s proposal for railing for gallery of saloon.

NEW YORK, *June* 27, 1854.

SIR: Having examined the drawings submitted to us by Mr. Clark for the railing required for the Patent Office and estimated the cost, we respectfully offer to execute the same, in the very best and most workmanlike manner, and put the same in its place in Washington, including all and every expense, for one dollar and ten cents per running foot, ($1 10,) including one coat of paint.

Very respectfully, yours,

JANES, BEBEE & CO.

Hon. Judge MASON,
Commissioner of Patents.

P. S. By request of Mr. Clark, we this day return the drawings, directed to you.

Contract between H. S. Davis and Honorable J. Holt, Commissioner of Patents, for carpenters' work in west saloon of Patent Office.

Agreement between Henry S. Davis, carpenter, of the city of Washington, of the first part, and Joseph Holt, Commissioner of Patents, acting for and in behalf of the United States, in consumating a con-

ract heretofore made by his predecessor the Hon. Charles Mason, of he second part, for furnishing the saloon of the west wing of the Patent Office building,

Witnesseth: that the party of the first part, for and in consideration of the matters hereinafter referred to and set out, covenants and agrees, o and with the party of the second part, to execute all the carpenters' work required for the cases and gallery in the saloon of the west wing of the Patent Office building, in the best manner, according to the plans of the superintendent, under his direction, and subject to his approval.

The party of the second part, in consideration of the premises, covenants and agrees to pay to the party of the first part, for the aforementioned carpenters' work, at the rate of forty per cent. discount off of the regular measurement prices for the sash, thirty-five per cent. discount for the cases, and thirty-three and one third per cent. discount for the gallery. And it is further agreed to by the parties, hat payment may be made by the party of the second part for any portion of the work as it progresses, on the certificate of the superintendent; a reservation of twenty per cent. being made until the work s satisfactorily completed.

And it is hereby expressly understood and agreed to by the parties, hat the whole of this contract shall be completed on or before the 1st of June, 1858.

Thus covenanted and agreed to by us, the parties aforesaid, in the ity of Washington, this 6th day of November, 1857, as witness our ands and seals.

H. S. DAVIS. [SEAL.]
J. HOLT, [SEAL.]
Commissioner.

Signed, sealed, and delivered in presence of—
L. T. SHUGERT.

CITY OF WASHINGTON,
November 5, 1857.

DEAR SIR: Your favor of the 4th is received, and we reply. We gree to furnish 15,000 feet (or as much more as you may require) of -4 Carolina flooring, of the best quality, clear of sap, knots, and hakes, delivered at G and Ninth streets, subject to such inspection as ou may appoint, at the rate of forty-five dollars per thousand feet.

I remain, very truly, your obedient servant,
FITZHUGH COYLE & BRO.

EDWARD CLARK, Esq.,
Superintendent Patent Office Building.

WASHINGTON, *December* 23, 1857.

SIR: In answer to your favor of yesterday, would say that I will urnish the glass required for the Patent Office, best quality Amerian, say—

10,000, 9½ x 20, at 15 cents per light;
800, 16½ x 20, at 27 cents per light;

Subject to a discount of twenty per cent., which is the same price at which the manufacturers furnished the glass for the east wing of the Patent Office. I agree to deliver it at the building *free* of charge, when in the other case freight was paid by the department.

Very respectfully, your obedient servant,

Z. D. GILMAN.

Mr. EDWARD CLARK,
Superintendent Patent Office Building.

I will be perfectly willing to furnish whatever other glass that may be wanted at *pro rata* prices with above.

Z. D. G.

WASHINGTON, D. C., *July* 14, 1858.

Estimate of John S. Finch for the glazing and painting of the cases in the saloon in the west wing of the United States Patent Office, as follows:

I will carefully sprig and glaze all the glass, in the very best manner, (all sizes included,) for four (4) cents per light, furnishing everything except the glass.

Paint all the wood and iron work about cases and ceiling to gallery, that is to be painted, with best white lead and oil, for five (5) cents per yard, per coat.

For painting with best French zinc, five (5) cents per yard, per coat.

For painting with the best enameled zinc, white, (same as cases in east wing saloon,) eight (8) cents per yard.

All the work to be well puttied up and smoothed; glass well cleaned.

The above work will be executed promptly in the best manner, and with the very best quality materials.

Respectfully submitted,

JNO. S. FINCH.

Hon. JOS. HOLT,
Commissioner of Patents.

WASHINGTON, *July* 15, 1858.

I propose to paint and glaze the cases, &c., at the United States Patent Office, as follows:

To paint, with any plain color, three coats, without varnishing, for 15 cents per yard.

To paint with three coats plain color, (hard,)—*i. e.* mixed with nearly all spirits and Japan, and after to receive a thick and flowing coat of varnish, at 20 cents per yard.

To paint with two coats of paint, (suitable for graining of imitation of oak,) to be grained, and a thick and flowing coat of varnish, at 40 cents per yard.

To glaze the various sizes of glass, and furnish putty, well bedded

and sprigged, at 6 cents per light; this is merely for the work, except putty, the department furnishing the glass.

I will furnish the paint of the best quality, and execute the work in the best manner, for the above proposed prices.

C. P. SENGSTACK.

WASHINGTON, *July* 15, 1858.

I propose to do the painting of the cases in the west wing of the Patent Office, at the following rates of prices:

One coat of paint, at 7 cents per yard.
Two coats of paint, at 15 cents per yard.
Three coats of paint, at 20 cents per yard.
One coat of gloss, at 11 cents per yard.
Two coats of gloss, at 22 cents per yard.
The glazing, 4 cents per light, including putty and sprigs. The material used to be of the best quality.

ROBERT McLEAN.

Mr. HOLT.

WASHINGTON, D. C., *July* 17, 1858.

RESPECTED SIR: In accordance with a request from Mr. E. Clark, I make the following proposition for the painting and glazing the cases of the west wing of the Patent Office Department:

For the glazing, 2 cents per light—putty and sprigs furnished by myself.
For painting in lead, per coat, per square yard, 5½ cents.
For painting in zinc polish, per coat, per square yard, 7 cents.
The work to be executed in a workmanlike manner and to the satisfaction of the superintendent.

Respectfully, your obedient servant,

GEORGE H. VARNELL.

Hon. JOSEPH HOLT,
Commissioner of Patents.

WASHINGTON, D. C., *July* 19, 1858.

SIR: I propose to paint, glaze, and polish the cases on the fourth floor of the west wing of the Patent Office, with the best materials, and in the best workmanlike manner, at the following prices:

Put on two coats of lead for 14 cents per yard.
Put on two coats of polish for 19 cents per yard.
To furnish putty and glaze the glass for 5 cents per light.

J. W. EARP

Mr. E. CLARK, *Architect.*

I will paint the cases in the west wing of the Patent Office, now in course of erection, in the following manner, viz:

Four coats of best French white zinc, enameled with best Demar varnish, with liquid hardening, in the very best workmanlike manner, for 18 cents per yard.

I will glaze all the glass, in the best manner, at 14 cents per light, the government furnishing glass and putty, or I furnish putty and glaze, at 17 cents per light.

If any oil graining in oak is to be done, I will do it at 30 cents per yard, and furnish all materials.

JOHN M. SEELEY,
No. 412 *Twelfth street.*

Hon. JOSEPH HOLT,
Commissioner of Patents.

I refer you to my recommendations on file in your department, or the Secretary of the Interior, for my qualifications to do the work—transferred from the Navy Department to your department by the Secretary of the Navy.

J. M. S.

P. S. French zinc is far preferable to American.

WASHINGTON CITY, D. C., *July* 19, 1858.

DEAR SIR: I will do the painting and glazing of the cases now being put up in the west wing of the Patent Office at the following named prices:

Two coats plain painting, at 10½ cents per yard.
Three coats plain painting at 14½ cents per yard.
Two coats glossed painting, at 16 cents per yard.
Furnish putty and glaze sash for the same, 10 cents per light.

I have the honor to be, yours respectfully,

G. E. KIRK.

Hon. JOSEPH HOLT.

WASHINGTON CITY, D. C., *July* 20, 1858.

SIR: I beg leave to submit the following estimate for executing the painting and glazing required for the new work now in progress in the United States Patent Office:

I will glaze in the glass, furnishing tins and putty, for 3¼ cents per light.

White lead paint, one coat, at 5 cents per square yard.

White lead paint, two coats, at 7 cents per square yard—making 12 cents per square yard for the two coats of white lead paint.

White zinc or enameling, for one coat, at 6 cents per square yard.

White zinc or enameling, for two coats, at 4 cents per square yard—making 10 cents per square yard for two coats of enamel.

All of the materials to be furnished by me to be of the best quality.

Respectfully, yours, &c.,

JOHN H. PEAKE.

Hon. JOSEPH HOLT,
Commissioner United States Patent Office.

N. B. If it would be more satisfactory, I will do the painting and enameling at the regular measurement prices, deducting 24 per cent. from bills.

EAST WING.

Voucher No. 1, *dated May* 12, 1854.

COMMISSIONER OF PATENTS TO J. T. WALKER, DR.

11,799 feet 8-4 merch., 4½ cents	$530 95
1,845 feet 4-4 merch., 5 cents	92 25
592 feet 5-4 best yellow pine, 4 cents	23 68
15,445 feet 4-4 s. culls., 4 cents	617 80
Hauling	14 00
	$1,278 68

APRIL 7, 1854.

The undersigned certifies that he has received the above amounts of lumber for the use of the Patent Office.

H. S. DAVIS.

The above bill correct, the lumber being used for cases in model room.

EDWARD CLARK,
Architect Patent Office Building.

Pay—S. T. S.

WASHINGTON, *May* 6, 1854.

Received of the Commissioner of Patents one thousand dollars on account of the above bill.

$1,000. JONATHAN T. WALKER.

WASHINGTON, *May* 12, 1854.

Received two hundred and seventy-eight dollars and sixty-eight cents, in full for the above account.

$278 68. JONATHAN T. WALKER.

Voucher No. 2, *dated June* 16, 1854.

UNITED STATES PATENT OFFICE TO E. J. CHURCH, Dr.

To 11,168 feet white pine lumber, (200 long pieces for saloon east wing,) sawing, freight, &c., at 4 cents per foot..... $446 72

Received payment,

E. J. CHURCH.

JUNE 16, 1854.

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Voucher No. 3, *dated June* 30, 1854.

Hon. CHARLES MASON, COMMISSIONER OF PATENTS,

To R. J. FALCONER, Dr.

For the following carpenters' work in constructing the gallery floor, paneled ceilings, and six cases under the ends of gallery of the saloon of the east wing of the Patent Office building, viz:

For 9,452½ feet sup. of mill dressed 5-4 flooring, laid, at 2 cents.....		$189 05
For 933 feet of molding and nosing to front $\frac{74-64}{8-36}$.....		76 80
For 36 feet of mitered returns, $\frac{21-6}{6}$.....		
For 64 feet nosing and scotia at well-holes, at 10 cents, $6 40; 60 knot holes patched, at 12½ cents, $7 50.....		13 90
For 9,332 sup. feet 4-6 dressed framing to gallery floor, and paneled and moulded ceiling, including glue joints, at 34 cents.....		3,172 88
For 32 columns fitted to, at 20 cents, $6 40; 32 miter joints, at 10 cents, $3 20.....		9 60
		3,462 23
Deduct from above, per agreement, 15 per cent.....		519 33
		2,942 90
For 465 lineal feet ¾ framed open molding and rebated pilasters to cases, at 22 cents.....	$102 30	
For 192½ sup. feet 8-4 opened rebated and framed frieze, at 20 cents.....	38 50	
For 175½ plain 8-4 base, at 10 cents, $17 55; 180 $\frac{1}{12}$ feet of cornice, at 25 cents, $45 20.....	62 75	
For 62 feet molded caps, at 35 cents, $21 70; 62 plain plinths, at 12½ cents, $7 78.....	29 45	
For 832 sup. feet cased 4-4 shelving and ceiling, at 10 cents.....	83 20	
For 419 lin. feet tongued, grooved, and glued joints to ceiling, at 6 cents.....	25 14	

136¾ lin. feet clamps, tongued, grooved, and lued on ceiling, at 2 0cents	$27 35	
503 feet molded rebate stuff, at 4 cents	20 12	
210 dressed rails and bearers, at 4 cents, 8 40; 54 brackets, at 12½ cents, $6 75	15 15	
432 lights 10 x 20 folding and single franked) G sash, at 34 cents	146 88	
32 lights 11½ x 20, at 36 cents, $11 52; 13 ghts 14 x 20, at 38 cents, $4 94	16 46	
32 lights 16 x 20, at 40 cents, $12 80; 206 ›et knuckle joints to do., at 8 cents, $16 48..	29 28	
327 lin. feet rebated and beaded joints to)lding sash, at 4 cents	13 08	
426¾ lin. feet mitered joints to angles of ases, at 4 cents	17 06¾	
36 pairs but hinges put on, at 25 cents, 9; 56 metal buttons, at 6 cents, $3 36	12 36	
18 case locks with flush plates, escutcheons, t 28 cents	5 04	
	644 12¾	
)educt, per proposition, from case work 20 per cent	128 82	
		$515 30¾
		3,458 20¾

Ve hereby certify that we have examined and measured the fore- ıg work embraced in the foregoing statement, and that it is correct.

JOHN C. HARKNESS,
EDWARD CLARK,
Sworn Measurers.

WASHINGTON, *June* 30, 1854.

eceived of C. Mason, Commissioner of Patents, the sum of three ısand four hundred and fifty-eight dollars and twenty cents in full :he within account, being for work done in fitting up the east wing he Patent Office building.

3,458 20. R. J. FALCONER.

Voucher No. 1, *dated July* 3, 1854.

WASHINGTON, *July* 3, 1854.

UNITED STATES PATENT OFFICE, TO SARAH PENN, Dr.

13.	To making 68½ yards Brussels carpeting, at 12½ cts.	$8 56
19.	To making 74½ yards tapestry carpeting, at 12½ cts.	9 31
	To making 65¼ yards Brussels carpeting, at 12½ cts.	8 20
	To making 69 yards Brussels carpeting, at 12½ cts.	8 62
21.	To making 71½ yards Brussels carpeting, at 12½ cts.	8 93

Nov.	3.	To making 58 yards ingrain carpeting, at 10 cts.	$5 80
Dec.	13.	To making 86¼ yards ingrain carpeting, at 10 cts.	8 62
	22.	To making 85½ yards Brussels carpeting, at 12½ cts.	10 68
1853.			
March	22.	To making 60 yards three-ply carpeting, at 10 cts.	6 00
	28.	To making 54½ yards three-ply carpeting, at 10 cts.	5 45
		Binding 258 yards carpeting, at 10 cts.....	25 80
		Making twelve desk covers, at 25 cts.....	3 00
			108 97

Pay—S. T. S.

JULY 3, 1854.

Received payment in full.

SARAH PENN.

Voucher No. 2, *dated July* 12, 1854.

PATENT OFFICE, BOUGHT BY R. J. FALCONER,

To POULUS THYSON, Dr.

1854.			
Feb.	22.	To 5 pounds glue, $1; (25) 5 pounds glue, $1; (27) 3 quires sand paper, 75 cents.....	$2 75
March	3.	To 5 pounds glue, $1; (21) papers sprigs, 37½ cents; (28) 2 pounds nails, 12½ cents	1 50
	28.	To 1 gross 1¼-inch screws, 50 cents; 5 pounds nails, 31¼ cents; (29) gross 1½-inch screws, 56 cents..	1 37½
	30.	To 10 pounds nails, 62½ cents; gross 1½-inch screws, 56¼ cents; 8 papers sprigs, $1.....	2 18¾
April	1.	To ½ quire sand paper, 12½ cents; (4) gross 1½-inch screws, 56¼ cents; (5) 2 papers sprigs, 25 cents,	92½
	19.	To 2 kegs nails, $11; 20 pounds nails, $1 25.....	12 25
May	4.	To keg nails, $5 50; (5) 4 dozen pair 3 x 3½ hinges, $1 37½ per dozen, $5 50.....	11 00
	8.	To keg nails, $5 50; 6 papers sprigs, 75 cents; 4 gross 1¼-inch screws, $2.....	8 25
		To 10 pounds nails, 62½ cents; (10) 10 pounds nails, 62½ cents; (11) 5 pounds nails, 31¼ cents	1 56¼
	12.	To 6 papers sprigs, 75 cents; 5 pounds nails, 31¼ cents; (16) 12 papers sprigs, $1 50.....	2 56¼
	16.	To 1 gross 2-inch screws, 90 cents; (17) 5 pounds nails, 31¼ cents; (18) 2 pounds glue, 40 cents..	1 61¼
	19.	To 2 pounds glue, 40 cents; (26) keg nails, $5 50	5 90
	27.	To 10 pounds nails, 62½ cents; (June 2) 5 pounds nails, 31¼ cents.....	93¾
June	2.	To 6 papers sprigs, 75 cents; 10 pounds nails, 62½ cents.....	1 37½

e	3. To 10 pounds nails, 62½ cents; keg nails, $5 50; (6) 5 pounds nails, 31¼ cents; 6 papers sprigs, 75 cents.....	$7 18¾
	9. To 3 pounds nails, 18¾ cents; sand paper, 8 cents; (10) 2 gross ¾-inch screws, 62½ cents.....	89
	13. To 2 papers sprigs, 25 cents; (16) gross screws, 60 cents.....	85
	17. To gross screws, 44 cents; gross screws, 44 cents.	88
		63 99
	21. By return of 6 papers sprigs, 75 cents.....	75
		63 24

Received payment,

POULUS THYSON.

JULY 2, 1854.

certify that the above bill of hardware, got by R. J. Falconer, for es and galleries of saloon in Patent Office building, is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Voucher No. 3, *dated July* 12, 1854.

1. CHARLES MASON, COMMISSIONER OF PATENTS,

BOUGHT OF JANES, BEBEE & Co.

'or the following iron work, &c., for cases at saloon of east wing ent Office building, viz:

iron cases, $270.....	$11,340 00
½ dozen pairs brass hinges, $10 50.....	455 00
feet carved moldings for top of six wood cases, at 12½ cents.....	22 50
	11,817 50

NEW YORK, *July* 7, 1854.

teceived of C. Mason, Commissioner of Patents, eleven thousand nt hundred and seventeen dollars and fifty cents, in full for the ve account.

11,817 50. JANES, BEBEE & CO.

JULY 2, 1854.

certify the above bill to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

$11,817 50. NEW YORK, *July* 7, 1854.

Pay to the order of H. L. Bidwell, cashier, eleven thousand eight hundred and seventeen dollars and fifty cents, value received, and charge same to account of

JANES, BEBEE & CO.

Hon. CHARLES MASON,
United States Patent Office, Washington, D. C.

Voucher No. 4, *dated July* 14, 1854.

UNITED STATES PATENT OFFICE,

To HOOE, BRO. & Co., Dr.

1854.					
March	22.	To 60 yards 3-ply carpet	$1	37½	$82 50
		2 pieces binding		75	1 50
		5 slips thread		10	50
	28.	54½ yards 3-ply carpeting	1	37½	74 94
		2 pieces binding		75	1 50
		5 slips thread		10	50
	30.	3 square yards oil-cloth	1	25	3 75
		23⅞ square yards oil-cloth	1	25	29 73
April	26.	9 yards 10-4 cotton		37½	3 38
May	3.	3 yards brown cotton		6¼	19
	11.	12 yards brown cotton		10	1 20
					212 69
		Off for contingent account			13 00
		Correct—G. R. A.			199 69

Received payment,

HOOE, BRO. & CO.,
By SAMUEL C. MIDDLETON.

JULY 14, 1854.

Voucher No 5, *dated July* 31, 1854.

COMMISSIONER OF PATENTS, PER H. S. DAVIS,

To J. T. WALKER, Dr.

1854.		*For Saloon.*		
May	13.	7,798 feet 4-4 s. culls., at 4c	$311 92	
		Hauling	4 00	
				$315 92

[ay	16.	2,641 feet 6-4 merch., at 4½c.....	$118 85	
		Hauling.....	1 25	
				$120 10
	22.	2,555 feet 6-4 panel, at 4½c.....	114 98	
		Hauling.....	1 00	
				115 98
	25.	2,118 feet 4-4 s. culls., at 4c.....	74 82	
		Hauling.....	1 00	
				85 72
une	14.	436 feet hem. joists, at 2c.....	8 72	
		Hauling.....	25	
				8 97
	16.	528 feet studs, at 2c.....	10 56	
		Hauling.....	25	
				10 81
	17.	487 hem. joists, at 2c.....	9 74	
		Hauling.....	25	
				9 99
		600 feet studs, at 2c.....	12 00	
		Hauling.....	25	
				12 25
		736 feet s. culls., at 4c.....	29 44	
		819 feet s. culls., at 4c.....	32 75	
		701 feet s. culls., at 4c.....	28 04	
		728 feet s. culls., at 4c.....	29 12	
		Hauling.....	1 00	
				120 36
	29.	3,016 4-4 s. culls., at 4c.....	120 64	
		Hauling.....	1 25	
				121 89
uly	3.	59 feet 5-8 panel., at 4c.....	2 36	
		Hauling.....	25	
				2 61
	5.	*795 feet 5-8 panel., at 4½c.....	35 91	
		Hauling.....	25	
				36 16
	11.	1,387 feet 8-4 merch., at 5c.....	69 35	
		Hauling.....	50	
				69 85
	13.	148 feet 8-4 merch., at 4½c.....	6 66	
		Hauling.....	25	
				6 91
	24.	432 feet 8-4 merch., at 5c.....	21 60	
		505 feet 4-4 s. culls., at 4c.....	20 20	
		737 feet 8-4 merch., at 4½c.....	33 17	
				74 97
	26.	600 feet 4-4 s. culls., at 4c.....	24 00	
		255 feet 8-4 merch., at 5c.....	12 75	
		337 feet 4-4 s. culls., at 4c.....	13 48	
		Hauling.....	75	
				50 98

Omitted.

March 13.	592 feet 5-4 stepping, at 3½c.....	$20 72	
	Hauling.....	25	
			$20 97
June 27.	639 feet No. 2, at 3c.....	19 17	
	405 feet No. 2, at 3c.....	12 15	
	Hauling.....	50	
			31 82
			1,216 26

Credited by

1854.			
March 8.	120 feet 8-4 merch., at 4½c.....	5 40	
April 8.	1,249 feet 8-4 merch., at 4½c.....	56 21	
July 24.	550 feet 8-4 merch., at 4½c.....	27 75	
	1,410 feet 4-4 s. culls., at 4c.....	56 40	
			142 76
			1,073 50
	Deduct error in charge July 5, marked *.....		14
			1,073 36

JULY 29, 1854.

I certify the above bill for lumber for cases in the saloon of east wing Patent Office building to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *July* 31, 1854.

Received of C. Mason, Commissioner of Patents, one thousand and seventy-three dollars and thirty-six cents, in full for the above account.

JONATHAN T. WALKER.

Voucher No. 6, *dated July* 31, 1854.

COMMISSIONER OF PATENTS, PER R. J. FALCONER,

To J. T. WALKER, Dr.

1854.			
Mar. 24.	4,604 feet 4 x 6 w. p., at 3½ cts.....	$161 14	
	Hauling.....	2 00	
			$163 14
25.	347 feet 4 x 4 merch., at 4½ cts.....	15 62	
	Hauling.....	25	
			15 87

Mar. 29.	134 feet s. siding, at 4 cts.....	$5 36	
	Hauling.....	25	
			$5 61
April 12.	3,931 feet 4 x 6 w. p., at 3½ cts.....	137 59	
	Hauling.....	2 00	
			139 59
June 9.	150 feet 5 x 4 Car. floor., at 5 cts.....	7 50	
	Hauling.....	25	
			7 75
			331 96
	Credited by—		
Mar. 22.	260 feet 8 x 4 merch., at 4½ cts.....	11 70	
June 9.	2,800 feet, 4 x 6 w. p., at 2½ cts.....	56 00	
			67 70
			$264 26

I certify that the above bill is correct.

R. J. FALCONER.

I certify the above bill for cases, &c., saloon Patent Office building, east wing, to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *July* 31, 1854.

Reeceived of C. Mason, Commissioner of Patents, two hundred and sixty-four dollars and twenty-six cents, in full for the above account. $264 26.

JONATHAN T. WALKER.

Voucher No. 7, *dated August* 9, 1854.

COMMISSIONER OF PATENTS,

To JAMES WALKER, Dr.

1854.

May 1. For 10¼ days' work, drilling holes in columns for the gallery at saloon of east wing Patent Office building, at $2 50 per day..... $26 87½

Received payment,

JAMES WALKER.

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

AUGUST 9, 1854.

Voucher No. 8, *dated August* 18, 1854.

HON. CHARLES MASON, COMMISSIONER OF PATENTS,

To H. S. DAVIS, Dr.

To amount of carpenters' work (at measurement prices) of two cases fitted to iron frames around skylight in saloon of east wing of the Patent Office building, at $188 39 each	$376 78
Amount of ditto of two cases over ditto, the frames being made of wood, at $211 30 each	422 60
Amount of ditto of 40 cases fitted to iron frames, at $111 61 each	4,464 40
Amount of ditto of 40 cases over ditto, the frames being made of wood, at $144 44 each	5,777 60
164 hinge-places in iron cases filled up, at 3 cts	4 92
	11,046 30
Deduct, per agreement, 25 per cent	2,761 57
	8,284 73

We hereby certify that we have carefully examined and measured the foregoing work; and certify that the above estimate is correct.

JOHN C. HARKNESS,
EDWARD CLARK,
Sworn Measurers.

AUGUST 15, 1854.

WASHINGTON, *August* 18, 1854.

Received of C. Mason, Commissioner of Patents, eight thousand two hundred and eighty-four dollars and seventy-three cents, being the amount in full for the above bill.

H. S. DAVIS.

$8,284 73.

Voucher No. 9, *dated August* 18, 1854.

UNITED STATES PATENT OFFICE,

To RIDER HOBBS, Dr.

To 10,756 feet of pine lumber, furnished for sash for the east wing of Patent Office building, at 4½ cts	$484 02
To 2,800 feet of ash lumber, at 4¼ cts	119 00
	603 02

AUGUST 10, 1854.

The Patent Office will please pay the above bill to Mr. H. S. Davis, and oblige,

RIDER & HOBBS.

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *August* 18, 1854.

Received of C. Mason, Commissioner of Patents, six hundred and three dollars and two cents, in full for the above bill.

H. S. DAVIS.

Voucher No. 10, *dated September* 4, 1854.

MR. CHAS. MASON, COMMISSIONER OF PATENTS,

1854. BOUGHT OF BAKER & BRO.

March 29.	23 boxes, 25 lights each, 16¼ x 20, B 1st, 575 lights, at 22 cents	$126 50		
	40 boxes, 50 lights each, 10 x 20, B 1st, 2,000 lights, at 12½ cents	250 00		
		376 50		
	Deduct 20 per cent	75 30		
				$301 20
April 21.	43 boxes, 50 lights each, 10 x 20, B st, 2,150 lights, at 12½ cents	268 75		
	32 boxes, 25 lights each, 16¼ x 20, B 1st, 800 lights, at 22 cents	176 00		
		444 75		
	Deduct 20 per cent	88 95		
				355 80
June 30.	31 boxes, 50 lights, 10 x 20, B 1st, 1,550 lights; 49 boxes, 36 lights, 10 x 20, B 1st, 1,764 = 3,314 lights, at 12½ cents	414 25		
	1 box, 16¼ x 20, B 1st, 25 lights, at 22 cents	5 50		
		419 75		
	20 per cent. off	83 95		
				335 80
Aug. 29.	6 boxes, 12 x 20, B 1st, 192 lights, at 15 cents	28 80		

Aug. 29.	5 boxes, 20 x 20, B 1st, 96 lights, at 24 cents	$23 04	
		51 84	
	20 per cent. off	10 36	
			$41 48
			1,034 28

Received payment,

BAKER & BRO.

BALTIMORE, *September* 2, 1854.

COMMISSIONER OF PATENTS, U. S. PATENT OFFICE.

Please pay to the order of Messrs. Jackson, Bro. & Co., one thousand and thirty-four dollars and twenty-eight cents, for value received, being for glass furnished Patent Office, as per bill rendered and receipted.

$1,034 28. BAKER & BRO.

[Indorsed: Jackson, Bro. & Co.]

Voucher No. 11, *dated September* 5, 1854.

PATENT OFFICE TO RAILROAD COMPANY, Dr.

Freight on 11 boxes from Baltimore	$0 91
Cartage	50
	1 41

Received payment,

J. A. STEPHENSBURG, *Agent.*

Voucher No. 12, *dated September* 12, 1854.

U. S. PATENT OFFICE TO RAILROAD CO., Dr.

For transportation 5 boxes	$1 00

Received payment,

J. H. STEPHENSON, *Agent.*

Voucher No. 13, *dated September* 20, 1854.

Hon. CHAS. MASON, COMMISSIONER OF PATENTS,

To COLUMBUS J. STEWART, Dr.

1854.		
Sept. 20.	For 573 brass locks for cases in saloon, &c., of Patent Office building, at $1	$573 00

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 20, 1854.

Received of C. Mason, Commissioner of Patents, five hundred and seventy-three dollars, being the amount in full of the above bill.

$573. C. J. STEWART.

Voucher No. 1, *dated October* 6, 1854.

COMMISSIONER OF PATENTS, TO CLAMPITT & REGESTER, Dr.

June 21.	To 336 brass fastenings.	
	4 gross 1¼ inch No. 10 screws	$1 72
	Box, &c	25
July 31.	To 404 brass fastenings.	
Aug. 30.	To 60 brass fastenings.	
	800 brass fastenings, at 12½c	100 00
		101 97

BALTIMORE, *October* 6, 1854.

Received of Mr. Charles Mason, Commissioner of Patents, one hundred and one dollars and ninety-seven cents, in full for the above bill.

CLAMPITT & REGESTER.

The bill is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Voucher No. 2, *dated October* 23, 1859.

PATENT OFFICE, BOUGHT BY H. S. DAVIS,

To P. THYSON, Dr.

1854.		
March 9.	1 dozen 3½ x 3½ loop hinges	$1 37½
May 29.	22 gross 1-inch screws, No. 11, at 40c	8 80
June 17.	1 keg 8-penny nails, $5 50; 3 gross 1-inch screws, at 40c., $1 20	6 70
	168 pounds glue, at 20c	33 60
	3 dozen papers sprigs, at $1 50 per dozen	4 50
19.	2 kegs nails, $11; 12 papers sprigs, $1 50	12 50
26.	8 gross 2¼-inch screws, No. 14, at $1	8 00
	8 gross 1½-inch screws, at 55c	4 40
	4 gross 1¼-inch screws, at 50c	2 00
27.	2 kegs nails	11 00
28.	2 kegs nails, $11; 4 papers sprigs, 50c	11 50

July	7.	3 gross ¾-inch screws, at 31¼c.....	$0 94
	10.	12 gross ¾-inch screws, at 31¼c.....	3 75
	11.	42 dozen pairs 3½ x 3½ loop hinges, at $1 37½...	57 75
		42 gross screws, 1-inch, at 40c. per gross.....	16 80
	17.	2 gross screws, 1½-inch, at 55c. per gross.....	1 10
		6 gross screws, 1½-inch, at 55c. per gross.....	3 30
	26.	9 pairs 3½ x 3½ hinges.....	1 03
		4 gross 1¼-inch screws, at 46c.....	1 84
		1 gross 1-inch screws.....	40
Aug.	4.	1 gross screws, 50c.; (5) half dozen 3½ x 3½ hinges, 68¾c.....	1 18¾
			192 47
		Cr. By return of 1 keg nails, $5 50; 18 papers sprigs, $2 25.....	7 75
			184 72
Sept.	5.	10 gross ¾-inch screws, at 31¼c., $3 12; 8 pair 3½ x 3½ hinges, 92c.....	4 04½
		1 gross 1-inch screws, 37½c.; (7) 8 brass buttons on plates, 50c.....	87½
Sept.	7.	1 gross 1-inch bl'k screws, 50c.; 4½ dozen ½-inch screws, 13c.....	63
Sept.	9.	4 brass bolts, at 18¾c., 75c.; 2 dozen screws, 6c.; 5 gross ¾-inch screws, at 31¼c., $1 56...	2 37½
			192 64

I believe the within bill of hardware, got by H. S. Davis, for cases in saloon of Patent Office, to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

October 20, 1854.

Washington, *October* 23, 1854.

Received one hundred and ninety-two dollars and sixty-four cents, in full for the within bill.

$192 64. POULUS THYSON.

Voucher No. 3, *dated November* 28, 1854.

Hon. Charles Mason, Commissioner of Patents,

To Henry S. Davis, Dr.

For four cases for models on the ends of gallery in east wing of the Patent Office building, measuring for the workmanship to $66 87½ each.....	$267 50
By discount from measurement of 25 per cent.....	66 87½
	$200 62½

For 872 feet assorted pine for the above, at 4½ cents per foot	$39 24	
For 446 feet 4-4 assorted pine for the above, at 4 cents per foot	17 84	
For hauling and nails	2 00	
		$59 08
		259 70½

We hereby certify that we have examined and measured the work embraced in the above estimate, and that it is correct.

JOHN C. HARKNESS,
EDWARD CLARK,
Sworn Measurers.

I certify that the work embraced in the above bill was ordered by the Commissioner of Patents, and that it is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *November* 28, 1854.

Received of Charles Mason, Commissioner of Patents, two hundred and fifty nine dollars and seventy cents, in full for the above bill.

$259 70. H. S. DAVIS.

Voucher No. 4, *dated December* 1, 1854.

COMMISSIONER OF PATENTS, PER H. S. DAVIS,
To J. T. WALKER, Dr.

1854.

July 31. For the following lumber for cases in saloon of east wing of Patent Office building, viz:

475 feet 4-4 s. cullings, at 4 cents	$19 00
Hauling	25
	19 25

I certify the above bill to be correct.

H. S. DAVIS.

DECEMBER 1, 1854.

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *December* 1, 1854.

Received of C. Mason, Commissioner of Patents, nineteen dollars and twenty-five cents in full for the above bill.

$19 25. J. T. WALKER.

Voucher No. 5, *dated December* 2, 1854.

Hon. CHARLES MASON, COMMISSIONER OF PATENTS,

To R. J. FALCONER, Dr.

For one case for models under the gallery in the east wing of the Patent Office building, measuring for the workmanship to the sum of		$92 57
For one do. do., measuring to		60 60
For 36½ superficial feet panels, put in under side of gallery floor, at 28 cents		8 43½
For 81½ feet, lin., of molding to do., at 3 cents		2 44
		164 05½
By discount of 20 per cent. from measurement		32 81
		131 24½
For 292 feet 4-4 pine furnished for the above, at 4 cents	$11 68	
For 446 feet 6-4 and 8-4 pine furnished for the above, at 5 cents	22 30	
For 31 feet scantling, at 1½ cents—46½ cents; 12 pairs hinges, $1 50	1 96½	
For 1⅔ gross screws, at 56 cents—93 cents; 4 lbs. nails, at 6 cents—24 cents	1 17	
Hauling	1 75	
		38 86½
		170 11
For 33 days' work of carpenters, at $2 50—$82 50; for hardware used, $2 06		84 56
		254 67

DECEMBER 2, 1854.

We hereby certify that we have examined and measured the work and materials embraced in the foregoing estimate, and that the same is correct.

JOHN C. HARKNESS,
EDWARD CLARK,
Sworn Measurers.

I have examined the above bill and find it correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *December* 2, 1854.

Received of C. Mason, Commissioner of Patents, two hundred and fifty-four dollars and sixty-seven cents, the amount in full for the above bill.

$254 67. R. J. FALCONER.

Voucher No. 1, *dated March* 27, 1855.

Mr. CHARLES MASON, COMMISSIONER OF PATENTS,
BOUGHT OF BAKER & BRO.

1854.				
		(Window-glass.)		
September	25.	7 boxes 10 x 20 B 1st, each 50 lights= 350, at 12½ cents.....	$43 75	
		6 ½-boxes and 2 lights, 16 x 20 B 1st, each—140, at 22 cents.....	30 80	
			74 55	
		20 per cent. off.....	14 91	
				$59 64
		(1 box 2 lts. 16 x 20 above, and 2 lts. D T as samples.)		
October	26.	610 lts. 10 x 20 B 1st, at 12½ cents...	76 25	
		25 lts. 16¼ x 20 B 1st, at 22 cents.....	5 50	
			81 75	
		20 per cent. off.....	16 35	
				65 40
	28.	115 lts. 16¼ x 20 B 1st, at 22 cents....	25 30	
		20 per cent off.....	5 06	
				20 24
		3 boxes, each 25 lts.=75; 2 boxes, each 20 lts.=40=115 lts.		
				145 28

Correct; used for cases in the saloon in the east wing.

EDWARD CLARK,
Superintendent Patent Office Building.

$145 28. BALTIMORE, *March* 26, 1855.

At sight, pay to the order of ourselves one hundred and forty-five dollars and twenty-eight cents, value received, and charge the same to account of

BAKER & RRO.

Hon. CHAS. MASON,
Commissioner of Patents, Washington, D. C.

Voucher No. 2, *dated March* 27, 1855.

Hon. CHARLES MASON, COMMISSIONER OF PATENTS,
To DAVID FINCH & SON, Dr.

For the following painting to the model cases and gallery ceiling of the large room, east wing of Patent Office building, viz: 1,202 yards 1 coat plain painting, at 5 cents..... $60 10

11,987 yards thin coat plain painting, at 15 cents.....	$1,798 05
4,154¼ yards one coat enameled painting, at 8 cents.....	332 33
10,544 lights of glazing, at 6 cents.....	632 64
Five per cent. on $219 45, being the value of the painting of gallery ceiling, allowed for extra work in putting up ditto.....	10 97
264 lights of glass furnished, at 20 cents.....	52 80
	2,886 89

The foregoing work has been examined and measured by us, and we certify that the above estimate thereof is correct.

JNO. C. HARKNESS,
EDWARD CLARK,
Sworn Measurers.

WASHINGTON, *March* 27, 1855.

Received of C. Mason, Commissioner of Patents, two thousand eight hundred and eighty-six dollars and eighty-nine cents, being payment in full for the above bill.

$2,886 89. D. FINCH & SON.

Voucher No. 23, *dated March* 28, 1855.

Hon. CHAS. MASON, COMMISSIONER OF PATENTS,

To W. DE LAMANO, Dr.

1855.

March 6.	For graining cases and gallery in saloon of east wing of Patent Office.....	$800 00
	For painting 6 sky-lights in same.....	112 50
	For bronzing railing and stairways.....	163 75
	For frosting glass in large cases.....	24 00
		1,100 25

Received of C. Mason, Commissioner of Patents, eleven hundred dollars and twenty-five cents, in full for the above.

$1,100 25. WM. DE LAMANO.

The above bill is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

$1,100 25. NEW YORK, *March* 24, 1855.

Pay at sight, to the order of Pacific Bank, eleven hundred dollars and twenty-five cents, value received, and charge the same to the account of

WM. DE LAMANO.

CHAS. MASON, Esq., *Commissioner of Patents,*
United States Patent Office, Washington, D. C.

Voucher No. 1, *dated April* 4, 1855.

UNITED STATES PATENT OFFICE,

To DONN, BROTHER & Co., Dr.

1855.
March 14. For 3 dozen stools for the east wing saloon of the Patent Office building, at $9..... $27 00

WASHINGTON, *April* 4, 1855.

Received of Charles Mason, Commissioner of Patents, twenty-seven dollars, payment in full, having signed duplicate receipts.

DONN, BRO. & CO.

Voucher No. 2, *dated April* 10, 1855.

Hon. CHAS. MASON, COMMISSIONER OF PATENTS,

To JANES, BEBEE & Co., Dr.

For the following iron work, east wing of Patent Office building:

1855.
Jan. 1. For 990 ft. railing, at $1 10..... $1,089
For 2 pair iron stairs, including railing and all expenses, at $375..... 750
For 4 perforated iron can bottoms..... 300

2,139

I certify the above to be correct.

EDWARD CLARK,
Sup't Patent Office Building.

NEW YORK, *March* 24, 1855.

Received payment,

JANES, BEBEE & CO.

Voucher No. 3, *dated May* 4, 1855.

PATENT OFFICE, to HOOE, BRO. & Co. Dr.

1854.

Nov.	20.	To 78¾ yards Brussels carpet, at $1 62½.....	$127	97
	21.	57¼ yards ¼ white matting, at 37½c.....	21	48
Dec.	6.	7¼ square yards oil-cloth, at $1 25.....	8	88
		1 rope mat.....	1	25
	15.	2 door mats, at $2.....	4	00
		Cash paid telegraphic dispatch.....		63
	27.	3¾ yards Brussels carpet, at $1 62½.....	6	09

1855.			
Jan. 9.	To 100½ yards Brussels carpet, at $1 62½	$163	31
	69¾ yards matting, at 37½c	26	16
11.	3⅘ square yards oil-cloth, at $1 25	4	45
12.	47⅞ yards Brussels carpet, at $1 62½	77	80
29.	77½ yards Brussels carpet, at $1 62½	125	94
	80½ yards Brussels carpet, at $1 62½	130	40
Feb. 14.	157½ yards Brussels carpet, at $1 62½	255	94
19.	1⅓ yards oil-cloth, at $1 25	1	67
Mar. 3.	2 pieces carpet binding, at 50c	1	00
April 12.	5 linen wrappers, at 25c	1	25
28.	6⅔ square yards oil-cloth, at $1 25	8	34
	1 remnant oil-cloth	3	00
May 3.	Paid bill for making 157½ yards carpet.	19	63
		989	19

WASHINGTON CITY, *May* 4, 1855.

Received of C. Mason, Commissioner of Patents, nine hundred and eighty-nine dollars and nineteen cents, in full.

$989 19. HOOE, BRO. & CO.

Voucher No. 4, *dated May* 4, 1855.

UNITED STATES PATENT OFFICE, TO SARAH PENN, Dr.

1855.			
	For making 515¾ yards Brussels carpeting, at 12½c. per yard	$64	46
	Altering old carpet	2	00
		66	46

Correct—G. R. A.

WASHINGTON, *May* 3, 1855.

Received of Charles Mason, Commissioner of Patents, sixty-six dollars and forty-six cents, payment in full, having signed duplicate receipts.

SARAH PENN.

Voucher No. 5, *dated June* 7, 1855.

WASHINGTON, *June* 1, 1855.

PATENT OFFICE, BOUGHT OF DONN, BRO. & CO.

April 12.	4 mats, $5; 2 mats, $3	$8	00
	2 dozen stools	18	00
		26	00

Received payment,

DONN, BRO. & CO.

JUNE 7, 1855.

Voucher No. 6, *dated June* 25, 1855.

Hon. CHARLES MASON, COMMISSIONER OF PATENTS,

To D. FINCH & SON, Dr.

1855.			
Jan.	22.	To reglazing in cases in saloon 4 lights, 16¼ x 20, at 37½ cents	$1 50
		To reglazing in cases in saloon 8 lights, 10 x 20, at 25 cents	2 00
		To reglazing in cases in saloon 4 lights, 12 x 20, at 31¼ cents	1 24
	30.	To reglazing in cases in saloon 2 lights, 16¼ x 20, at 37½ cents	75
		To reglazing in cases in saloon 5 lights, 10 x 20, at 25 cents	1 25
March	15.	To reglazing in cases in saloon 1 light, 16¼ x 20,	37½
		To reglazing in cases in saloon 3 lights, 9 x 20, at 25 cents	75
	23.	To painting machinist's room in saloon, 2 coats	10 00
May	3.	To numbering 96 cases, 183 numbers, at 10 cents,	18 30
	29.	To painting two rooms in department	24 00
June	8.	To painting three rooms in department	36 00
			96 16½

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *June* 25, 1855.

Received of C. Mason, Commissioner of Patents, ninety-six dollars and sixteen cents in full.

$96 16. D. FINCH & SON.

Voucher No. 7, *dated June* 27, 1855.

UNITED STATES PATENT OFFICE,

To HANSON BROOKS, Dr.

1855. For one cart load of saw-dust $1 50

WASHINGTON, *June* 27, 1855.

Received of Charles Mason, Commissioner of Patents, one dollar and fifty cents, payment in full, having signed duplicate receipts.

HANSON BROOKS.

Voucher No. 8, *dated June* 28, 1855.

H. S. DAVIS,

BOUGHT OF P. THYSON, (use of Patent Office.)

1854.

Nov. 22.	8 pair 3½ x 3½ hinges, at $1 37 per dozen, 92 cents; 1 gross 1-inch screws, 40 cents	$1 32
	1 gross 1½-inch screws, 55 cents; 4 papers sprigs, 50 cents	1 05
Dec. 15.	1 gross ¾-inch screws	31¼
		2 68¼

I certify that the above bill was furnished by Mr. Thyson for the use of the Patent Office.

H. S. DAVIS.

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received payment,

P. THYSON.
Per F. I. MURPHEY.

Voucher No. 1, *dated July* 16, 1855.

JULY 3, 1855.

UNITED STATES GOVERNMENT (for Patent Office)

BOUGHT OF CHASE & BROTHERS.

1855.

May 23.	1 sample spittoon, (Patent Office,)	$1 50
June 1.	1 $\frac{8}{12}$ dozen spittoon, (Patent Office,)	30 00
July 3.	4 $\frac{4}{12}$ dozen spittoons, (Patent Office,)	78 00
	Boxing spittoons	3 00
		112 50

Received payment,

CHASE & BROTHERS.

Voucher No. 2, *dated August* 13, 1855.

S. T. SHUGERT, Esq., ACTING COMMISSIONER OF PATENTS,

To COLE & CROZIER, Dr.

1855.

August 13.	Varnishing cases and ceiling of gallery in the saloon of east wing of Patent Office building...	$150 00
	Varnishing railing and stairways	10 00
		160 00

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

AUGUST 13, 1855.

Received of S. T. Shugert, Acting Commissioner of Patents, one hundred and sixty dollars, in full of the above bill.

COLE & CROZIER.

$160.

Voucher No. 3, *dated August* 18, 1855.

WASHINGTON, *August* 17, 1855.

S. T. SHUGERT, Esq., ACTING COMMISSIONER OF PATENTS,
To HOWELL & MORSELL, Dr.

To 33 gallons No. 1 flowing varnish, at $2 50 per gallon.....	$82	50
1 gallon boiled linseed oil	1	12½
3 gallons spirits turpentine, at 62½ cents per gallon.....	1	87½
	85	50

For cases in the saloon east wing of the United States Patent Office building.

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

AUGUST 18, 1855.

Received payment in full.

$85 50. HOWELL & MORSELL.

Voucher No. 1, *dated February* 27, 1856.

PATENT OFFICE, (EAST WING,)
To HOOE, BROTHERS & Co., Dr.

1855.			
August 12.	To 150¼ square yards oil cloth, at $1 25 per yard,	$187	81
Sept. 24.	To 119⅕ square yards oil cloth, at $1 25 per yard,	148	89
		336	70

Received payment,

HOOE, BRO. & CO.

FEBRUARY 27, 1856.

Voucher No. 2, dated March 15, 1856.

UNITED STATES PATENT OFFICE,

To HENRY S. DAVIS, Dr.

1856.

March 14. For work done in constructing ten cases, for models, in the saloon of east wing of Patent Office building, as per certificate of measurer annexed..... $360 84

Credited by

Deduction, as per agreement, at 25 per cent.....	90 21
	270 63
To materials used in constructing the above cases (see certificate annexed).....	120 19
	390 82

The above bill is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 15, 1856.

Received of Charles Mason, Commissioner of Patents, three hundred and ninety dollars and eighty-two cents, payment in full, having signed duplicate receipts.

H. S. DAVIS.

MARCH 14, 1856.

This is to certify that I have measured the carpenters' work done by Henry S. Davis, in the ten cases placed on the west side of the saloon of east wing Patent Office building, and find the same to amount to the sum of..... $360 84

Deduct, per agreement, 25 per cent.....	90 21
	270 63
I have also measured and valued the lumber and hardware furnished by H. S. Davis, in constructing said cases, and find the same to be worth.....	120 19
	390 82

JOHN C. HARKNESS,
Sworn Measurer.

Voucher No. 1, *dated April* 14, 1856.

HON. CHARLES MASON, COMMISSIONER OF PATENTS,

To COLE & CROZIER, Dr.

1856.

April 14. For painting and graining six cases in saloon of east wing of Patent Office building..... $111 00

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *April* 14, 1856.

Received one hundred and eleven dollars, payment in full of the above account.

$111. COLE & CROZIER.

Voucher No. 2, *dated April* 19, 1856.

MR. EDWARD CLARK, SUPERINTENDENT PATENT OFFICE BUILDING,

Bought of BAKER & BRO.

320 lights, 11¼ x 20, first Baltimore glass, at 15c..... $48 00
Drayage..... 25

48 25

Received payment,

BAKER & BRO.

Voucher No. 3, *date June* 9, 1856.

UNITED STATES PATENT OFFICE,

To C. J. STEWART, Dr.

For locks furnished for cases in the saloon of the east wing:

1855. February 11. 10 case locks, at $1..... $10 00
1856. March 18. 20 case locks, at $1..... 20 00

30 00

Washington, received of Charles Mason, Commissioner of Patents, thirty dollars, payment in full, having signed duplicate receipts.

C. J. STEWART.

BALTIMORE, *June* 7, 1856.

Pay to the order of Samuel Harris & Sons, thirty dollars, value received, which place to account of

C. J. STEWART.

Hon. C. MASON,
Commissioner of Patents, Washington.

Voucher No. 4, *dated June* 16, 1856.

UNITED STATES PATENT OFFICE,

To ROBERT HOLLAND, Dr.

1856.		
June 16.	For whitewashing in the east wing, 7 rooms.....	$21 00
	For whitewashing upper passage same.....	15 00
	For whitewashing upper passage entry.....	5 00
	For whitewashing 1 room in new building.....	5 00
		$46 00

Correct—G. R. A.

WASHINGTON, *June* 16, 1856.

Received of Charles Mason, Commissioner of Patents forty six dollars, payment in full, having signed duplicate receipts.

his
ROBERT ⋈ HOLLAND.
mark.

Witness: A. BOWEN.

Voucher No. 1, *dated July* 10, 1856.

UNITED STATES PATENT OFFICE,

To WILLIAM M. ELLIS & BRO., Dr.

1856.		
June 17.	For two dozen spittoons at $33 per dozen.....	$66 00

Correct—G. R. A.

WASHINGTON, *July* 8, 1856.

Received of Charles Mason, Commissioner of Patents sixty-six dollars, payment in full, having signed duplicate receipts.

WILLIAM M. ELLIS & BRO.

Voucher No. 2, *dated August* 4, 1856.

UNITED STATES PATENT OFFICE, (EAST WING,)

To HOOE, BRO. & Co., Dr.

1856.		
March 1.	To 8 square yards oil-cloth at $1 25	$10 00
28.	To 85¼ yards cocoa matting at 75 cts	64 13
June 25.	To 20¼ yards oil-cloth at $1 25	25 31
July 7.	To 1 lot linen wrapping	3 00
1.	To 85¼ yards cocoa matting at 75 cts	63 94
		$166 38

WASHINGTON CITY, *August* 4, 1860.

Received of Charles Mason, Commissioner of Patents, one hundred and sixty six-dollars and thirty-eight cents, in full for the above account.
$166 38. HOOE, BRO. & CO.,
Per W. H. COMPTON.

Voucher No. 3, *dated August* 19, 1856.

UNITED STATES PATENT OFFICE,

To JANES, BEBEE & Co., Dr.

1854.		
Aug. 4.	For making pattern for one bracket for saloon of east wing of Patent Office building	$25 00
	For making one casting from same	15 00
		40 00

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *August* 19, 1856.

Received of Charles Mason, Commissioner of Patents, forty dollars, payment in full, having signed duplicate receipts.
JANES, BEBEE & CO.

Voucher No. 4, *dated August* 27, 1856.

UNITED STATES PATENT OFFICE, (EAST WING,)

1856. To W. H. HARROVER, Dr.

Aug. 6.	To 10 large cast-iron spittoons, at $2 75	$27 50
25.	To 2 do do do	5 50
		33 00

Received payment,
W. H. HARROVER.

August 27, 1856.

Voucher No. 5, *dated September* 15, 1856.

UNITED STATES PATENT OFFICE,

To PROVEST, WINTER & Co., Dr.

1856.		
Sept. 10.	For 52 feet marble tiling in saloon of east wing of Patent Office building, at $1 25	$65 00

I certify the above to be correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 15, 1856.

Received of Charles Mason, Commissioner of Patents, sixty-five dollars, payment in full, having signed duplicate receipts.

PROVEST, WINTER & CO.

Voucher No. 1, *dated November* 12, 1856.

PATENT OFFICE, (EAST WING,)

1856.		To HOOE, BRO & Co.,	Dr.
Aug. 6.	To 1½ pounds twine, at 75 cents	$1 13	
	6 large needles, at 3 cents	18	
			$1 31
28.	16 yards 4-4 cocoa matting, at 75 cents		12 00
Sept. 17.	50 square yards oil-cloth, at $1 25	62 50	
	120 yards 4-4 matting, at 37½ cents	45 00	
			107 50
Oct. 3.	1 table cover	5 50	
	3 yards 10-4 cotton, at 37½	1 13	
			6 63
10.	3 slips thread, at 10 cents		30
14.	79½ yards velvet carpet, at $2		159 00
17.	3⅓ square yards oil cloth, $1 25		4 17
	69⅓ yards Brussels carpet, $1 50		104 63
18.	13½ yards cotton desk covering, at 12½ cents		1 69
	½ pound carpet thread, at $1 25	$0 63	
	1 paper needles	6	
			69
	4 slips thread, at 12½ cents		50
21.	70¾ yards Brussels carpet, at $1 50		106 13
22.	7 slips thread, at 12½ cents		88
23.	10 yards brown linen, at 25 cents		2 50
25.	1 table cover		2 25
	74¾ yards Brussels carpet, at $1 50		112 13
31.	38¼ ....do.... ....do....		57 38
	1 cocoa mat, $1 50; 28 square yards oil-cloth, at $1 25, $35		36 50
Nov. 11.	47⅞ yards Brussels carpet, at $1 50		71 81
			788 00

NOVEMBER 12, 1856.

Received payment in full for the above seven hundred and eighty-eight dollars.

HOOE, BRO. & CO.,
Per W. H. COMPTON.

Voucher No. 2, *dated November* 29, 1856.

UNITED STATES PATENT OFFICE, (EAST WING,)

To H. S. DAVIS, Dr.

1856.			
Oct.	18.	To 2 carpenters, 2 days' work each, at $2 50.....	$10 00
		75 feet grooved shelving, materials, &c.....	9 00
		64 feet strips for matting, at 7 cents	4 48
		6 feet round rods, at 25 cents.....	1 50
		Nails and cartage.....	1 00
	27.	6 feet clamped cutting board, at 25 cents	1 50
		Envelope pattern	75
		87 feet strip for carpeting, at 5 cents.....	4 35
Nov.	8.	64.....do.....do.....do.....	3 20
			$35 78

WASHINGTON, *November* 29, 1856.

Received of Charles Mason, Commissioner of Patents, thirty-five dollars and seventy-eight cents, payment in full, having signed duplicate receipts.

H. S. DAVIS.

Voucher No. 1, *dated January* 26, 1857.

UNITED STATES PATENT OFFICE, (EAST WING,)

To MARY BROWN, Dr.

1856.

For making and cutting 380 yards velvet and Brussels carpet, at 20 cents per yard..... $76 00

Correct—G. R. A.

WASHINGTON, *January* 26, 1857.

Received of Charles Mason, Commissioner of Patents, seventy-six dollars, payment in full, having signed duplicate receipts.

MARY BROWN.

Voucher No. 2, *dated March* 25, 1857.

UNITED STATES PATENT OFFICE,

To JOHN HODGKINSON, Dr.

1857.		
	For two dozen cane-seat arm chairs, (office,) at $40 00	$80 00
	For one dozen wood-seat arm chairs, (office,) at $30 00	30 00
	Correct—G. R. A.	110 00

WASHINGTON, *March* 25, 1857.

Received of Charles Mason, Commissioner of Patents, one hundred and ten dollars, payment in full, having signed duplicate receipts.

JOHN HODGKINSON.

Voucher No. 1, *dated May* 21, 1857.

UNITED STATES PATENT OFFICE, (EAST WING,)

To HOOE, BRO. & CO., Dr.

1856.			
November 14.	To 26¼ yards square oil cloth, at $1¼	$32 92
15.	To 47½ yards Huckaback toweling, at 25 cents	11 88
	To 2½ yards crimson cord, at 6¼ cents	16
	To 2 crimson tassels, at 25 cents	50
December 6.	To 2 jute mats, at $1	2 00
	Correct—G. R. A.	47 46

WASHINGTON CITY, D. C., *May* 21, 1857.

Received payment,

HOOE, BRO. & CO.
Per W. H. COMPTON.

Voucher No. 1, *dated July* 3, 1857.

UNITED STATES PATENT OFFICE,

To ROBERT HOLLAND, Dr.

1857.		
June 30.	For whitewashing one long passage new building	$25 00
	For whitewashing two short passages new building	14 00
		39 00

WASHINGTON, *June* 30, 1857.

Received of Charles Mason, Commissioner of Patents, thirty-nine dollars, payment in full, having signed duplicate receipts.

his
ROBERT ⋈ HOLLAND.
mark.

Witness: S. M. POLLE.

Voucher No. 2, *dated July* 15, 1857.

UNITED STATES PATENT OFFICE, (EAST WING,)

To Z. D. GILMAN, Dr.

1857.		
July 7.	For 125 lights, 15¼ x 28¼, double-thick French glass, at $1 14	$142 50
	For 9 lights, 17 x 28¼, double-thick French glass, at $1 23	11 07
	For 18 lights, 15¼ x 26¼, double-thick French glass, at $1	18 00
	For 2 lights, 18 x 24, double-thick French glass, at $1	2 00
	For 12 lights, 15¼ x 20¼, double-thick French glass, at 65 cents	7 80
		181 37
	Less 20 per cent. discount	36 27
		145 10
	For 26 lights, rolled rough glass, 76½ x 19, English thick; 66 lights, 54 x 21¾; 5 lights, 48 x 16¼ = 819 $\frac{5}{144}$ ft., at 45 cents	368 71
		513 81

WASHINGTON, *July* 15, 1857.

Received of Charles Mason, Commissioner of Patents, five hundred and thirteen dollars and eighty-one cents, payment in full, having signed duplicate receipts.

Z. D. GILMAN.

Voucher No. 3, *dated July* 25, 1857.

Hon. CHAS. MASON, COMMISSIONER OF PATENTS,

To JNO. S. FINCH, Dr.

1857.		
July 20.	To glazing 81 lights, 15¼ x 28¼ and 17 x 28¼, at $1	$81 00
	To glazing 6 lights, 15¼ x 26¼, at $1	6 00

July 20.	To glazing 14 lights, 15¼ x 21, (glass and glazing,) at $1 25	$17 50
	To glazing 24 lights, 75½ x 19, bedding and glazing skylight, at $2	48 00
	To glazing 64 lights, 21⅛ x 54, (east wing,) four skylights bedded, at $1 50	96 00
	To painting 5 skylights, at $1 50	7 50
	To glazing 4 lights, skylights, 10 x 48 in., at $1	4 00
		260 00

Correct—G. R. A.

WASHINGTON, D. C., *July* 25, 1857.

Received payment,

JNO. S. FINCH.

Voucher No. 1, *dated August* 22, 1857.

UNITED STATES PATENT OFFICE, (EAST WING,)

To JOHN S. FINCH, Dr.

For glazing 1 light, 18 x 24, in case	$0 75
For glazing 12 lights, 16 x 20, in case, at 50 cents	6 00
Painting, graining, and varnishing 2 cases, in east wing	12 00
	18 75

WASHINGTON, *August* 22, 1857.

Received of Acting Commissioner of Patents eighteen dollars and seventy-five cents, payment in full, having signed duplicate receipts.

JNO. S. FINCH.

Voucher No. 2, *dated August* 27, 1857.

UNITED STATES PATENT OFFICE,

To SARAH PENN, Dr.

1856.		
Dec. 6.	For making 80¼ yards carpeting, at 12½ cents	$10 03
	For binding 20 yards carpeting, at 12½ cents	2 50
May 14.	For sewing 320 yards matting, at 12½ cents	40 00
		52 53

Correct—G. R. A.

WASHINGTON, *August* 4, 1857.

ceived of Acting Commissioner of Patents fifty-two dollars and three cents, payment in full, having signed duplicate receipts.

SARAH PENN.

Voucher No. 1, *dated September* 19, 1857.

UNITED STATES PATENT OFFICE, TO JOHN S. FINCH, Dr.

7.

18. For the following glazing and painting, done on the east wing Patent Office building, viz:

Glazing 1 light glass in bulkhead, 12 x 20.....	$0 75
Glazing 15 lights in cr. sash, gable end of building, at 50c.....	7 50
Painting, 4 coats, zinc, large bulkhead, and glazing the same with enamel glass.....	94 00
Painting with 4 coats, zinc, bulkhead in the messenger's room, and glazing the same with enamel glass.....	75 00
	177 25

rrect.

EDWARD CLARK,
Sup't Patent Office Building.

WASHINGTON, *September* 19, 1857.

ceived of Charles Mason, Commissioner of Patents, one hundred seventy-seven dollars and twenty-five cents, payment in full, ng signed duplicate receipts.

JOHN S. FINCH.

Voucher No. 3, *dated September* 4, 1857.

UNITED STATES PATENT OFFICE, TO SCHUTTER & KAHLERT, Dr.

7.

4. For painting, fresco, the following rooms at east wing Patent Office building, viz:

3 rooms, fancy, at $40.....	$120 00
4 rooms, plain, at $8.....	32 00
1 room, small.....	4 00
Scaffolding.....	8 00
	164 00

rrect.

EDWARD CLARK,
Sup't Patent Office Building.

WASHINGTON, *September* 4, 1857.

Received of acting Commissioner of Patents, one hundred and sixty-four dollars, payment in full, having signed duplicate receipts.

SCHUTTER & KAHLERT.

Voucher No. 4, *dated September* 9, 1857.

UNITED STATES PATENT OFFICE, TO W. H. HARROVER, Dr.

1857.		
Aug. 13.	To 1 large watering-pot	$1 25
22.	Covering stand with zinc, $3 75; tube 50c	4 25
	Rim all around	2 25
25.	137 pounds pipe, at 16c	21 92
	4 heavy elbows	5 25
	2 hands putting up pipe	2 25
26.	49 pounds iron hot-air pipe, at 16c	7 84
	77 pounds pipe, at 16c	12 32
	2 heavy elbows, at $1 31¼	2 62
28.	3 heavy elbows, at $1 25	3 75
	130 pounds pipe, at 16c	20 80
		84 50

SEPTEMBER 9, 1857.

Received payment,

W. H. HARROVER.

Correct—G. R. A.

Voucher No. 1, *dated October* 28, 1857.

UNITED STATES PATENT OFFICE,

To F. MOHUN, Dr.

1857.		
July 15.	193 feet best white pine lumber for cases, at 5 cts.	$9 65
	20 feet broad molding, at 5 cents	1 00
	18 feet small molding, at 3 cents	54
	5 lbs. nails, 25 cents; hardware for doors, $1 90,	2 15
	7 days' work of carpenters, at $2 50	17 50
	1 hat rack	1 00
August 13.	2½ days carpenters' work altering book-case, at $2 50	5 62
October 23.	Repairing old case	2 00
	Two bulkhead doorway across passage, measuring for the work $120 19	
	16 per cent. deducted as per contract 19 23	
		100 96

ɔber 23.	Materials for the same		$67 15
	One panel stand for water-cooler, measuring for work	$5 53	
	20 per cent. deducted	1 10	
			4 43
	Materials for the same		3 75
	65 feet carpet strips, at 8 cents		5 20
			220 95

ɔorrect.

EDWARD CLARK,
Superintendent Patent Office Building.

ɛeceived payment this 28th day of October, two hundred and nty dollars and ninety-five cents.

FRANCIS MOHUN.

Voucher No. 2, *dated November* 2, 1857.

ɪTED STATES PATENT OFFICE,

To HOOE, BRO. & Co., Dr.

857.			
gust 20.	To 120 yards white matting, at 42½ cents		$51 00
22.	To 12 pieces matting binding, at 25 cents		3 00
27.	To 131 yards velvet carpet, at $2 25		294 75
	To 125¾ yards velvet carpet, at $2 50		314 38
	To 3⅝ square yards oil-cloth, at $1 25		4 45
ɪt. 1.	To 8 yards linen burlaps, at 18¾		1 50
19.	To 7 yards Brussels carpet, at $1 50		10 50
	To 56 do do do at $1 50		84 00
21.	To 2 lbs. carpet thread, at $1		2 00
	To 1 paper needles, at 6¼ cents		6
24.	To 43½ yards satin laine, at $2 50		108 75
	To 60 yards curtain gimp, at 37½ cents		22 50
	To 90¾ yards curtain cambric, at 12½ cents		11 34
	To 94¾ yards interlining, at 10 cents.		9 47
	To 10 yards tassel loops, at $1 25		12 50
	To 10 yards tassel hooks, at 18¾ cents		1 88
	To 1 dozen spools cotton, at 60 cents		60
	To 2 pieces colored tape, at 12½ cents		25
	To 5 Wendon cornices, at $8 50		42 50
ɔober 1.	To 22 ⅔ yards oil-cloth, at $1 25		28 33
	To 1 door mat		4 00
			1,007 76

ɔorrect—G. R. A.

NOVEMBER 2, 1857.

Received payment,

HOOE, BRO. & CO.

Voucher No. 3, dated November 7, 1857.

UNITED STATES PATENT OFFICE,

To W. H. HARROVER, Dr.

1857.		
August 25.	137 lbs. pipe, at 18 cents, $24 66; four heavy elbows, at $5 25	$29 91
	Half day, two hands, putting up pipe	3 00
26.	49 lbs. iron hot-air pipe, at 18 cents	8 82
	77 lbs. pipe at 18 cents	13 86
	2 heavy elbows, at $1 31¼	2 62½
28.	3 do do do	3 94
	130 lbs. pipe, at 18 cents	23 40
	27 lbs. do do	4 86
	Elbow	50
	Half day, two hands, fitting up pipe	3 00
October 2.	117 lbs. heavy pipe, at 18 cents	21 06
7.	30 fire brick, at 6¼ cents	1 87½
19.	1 grate, $20, (24;) stove, $15	35 00
27.	Half day, one hand, cleaning out dirt and removing old castings	1 50
	Piece pipe for stove, $1; cutting hole, $1	2 00
29.	Half day, two hands, cleaning flue	3 00
		158 00

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

NOVEMBER 7, 1857.

Received payment,

W. H. HARROVER.

Voucher No. 4, dated November 27, 1857.

EAST WING UNITED STATES PATENT OFFICE,

To JOHN S. FINCH, Dr.

1857.		
October 13.	To glazing and painting 11 lights in sky-light, $2 50	$27 50
	To glazing and painting 3 lights in sky-light, $1 50	4 50
	To glazing and painting 1 light in sky-light, circular	1 00
	To painting 31 gilt Nos., 25 cts	7 75
17.	To glazing 2 lights 12 x 14 glass	75
	To glazing 1 light 17 x 28 glass	2 00
	To painting case in Doctor Foreman's room, 2 coats	4 00

er 17.	To glazing 1 light 15 x 26 glass	$1	50
	To painting and graining 2 cases in Doctor Foreman's room, &c	7	00
		56	00

rect—G. R. A.

Received payment,

JOHN S. FINCH.

EAST WING.

Voucher No. 1, *dated January* 29, 1858.

D STATES PATENT OFFICE,

To HOOE, BROTHER & Co., Dr.

57.

er 7.	To 52¾ square yards oil-cloth, at $1 25	$65	28
	To 2 tuffted rugs, at $5 00	10	00
9.	To 2 packs pins, at $1 00	2	00
12.	To 75⅛ yards tapestry carpet, at $1 50	112	69
14.	To 72¼ yards Brussels carpet, at $1 50	108	37
	To 85 yards Brussels carpet, at 1 50	127	50
19.	To 1 tuffted rug, at $5 00	5	00
	To 1 pound thread	1	25
20.	To 1 pound thread	1	25
23.	To 79¾ yards tapestry Brussels, at $1 50	119	63
	To 81⅓ yards tapestry Brussels, at $1 50	122	00
	To 1 piece carpet binding		75
	To cash paid cartage on oil-cloth		35
30.	To 1 gross curtain rings		50
28.	To 47¼ yards Brussels carpet, at $1 50	70	80
		747	45

Received payment,

HOOE, BRO. & Co.

UARY 29, 1858.

Voucher No. 2, *dated January* 29, 1858.

D STATES PATENT OFFICE, (EAST WING,)

To SARAH PENN, Dr.

57.

naking 680 yards Brussels carpet, at 20 cents per yard	$136	

WASHINGTON, *January* 29, 1858.

Received of the Commissioner of Patents one hundred and thirty-six dollars, payment in full, having signed duplicate receipts.

SARAH PENN.

Voucher No. 3, *dated March* 10, 1858.

UNITED STATES PATENT OFFICE,

To ANTHONY BUCHLEY, Dr.

1857.		
January 31.	To writing table	$11 00
July 27.	To mahogany table and case for table	40 00
	To repairing case-doors, splicing, and putting on bolts	1 00
	To neat cherry ladder	4 00
	To 75 feet of divisions, at 15 cents	11 25
	To 30 feet slipped shelorig, at 20 cents	6 00
	To 48 feet divisions scolloped, at 12 cents	5 76
	To 144 grooves, at 5 cents	7 20
	To taking out interior of case, putting on hooks and eyes, and fitting 10 grooves	1 50
September 12.	To rubbing down and varnishing sofa	1 00
	To rubbing down and varnishing 6 chairs	3 00
	To rubbing down and varnishing 2 large chairs	1 50
	To rubbing down and varnishing 1 arm chair,	1 25
	To rubbing down and varnishing 2 large tables and cases, at $3	6 00
	To putting lining inside of small case doors,	1 25
	To putting lining inside of 4 large case doors,	2 00
	To covering 2 tables with blue cloth, putting on molding, &c., at $6 50	13 00
	To furnishing and putting on table-cover, moldings, &c	2 50
	To restuffing back and cushion of revolving chair, and covering same	2 50
	To repairing 3 mahogany chairs, at 75 cents	2 25
	To repairing large mahogany chair	1 25
	To repairing, furnishing, and putting iron braces on center table	2 00
	To rubbing and varnishing 4 chairs, at 50 cents,	2 00
	To hanging 4 window-shades, furnishing cord, &c	1 25
	To rubbing down and varnishing table	1 50
	To repairing, putting new back on sofa, rubbing down and varnishing sofa	2 50
	To furnishing blue cloth and putting it on table, moldings, &c	6 50
	To rubbing down and varnishing tables and cases	1 75

2.	To furnishing and putting new cover on table,	$2 50
	To repairing castor and putting it on chair, (contingent)	14
	To hanging 2 large maps	24
	To repairing case by putting in new foot	50
6.	To fixing and raising oak chairs, and furnishing and putting on Blake's brass wheel casters	3 25
	To putting Blake's brass wheel casters on table	1 50
	To large mahogany table, extra finish, five drawers, casters, ferrules, and covered with fine blue cloth	47 50
	To furnishing and putting on 8 brass cupboard locks, (contingent)	6 00
.	To mahogany movable book-stand	18 00
.	To writing table	18 00
	To addition to table, by making leaf 6 feet long and 21 inches wide, covered with moldings, hinges, guides, bearers, &c., (contingent)	
2.	To mahogany tables with ferrules, casters, &c., (contingent)	
	To rubbing down and varnishing table	
		—
	Deduct from above amount items marked contingent	—
		=

WASHINGTON, *March* 10

of Joseph Holt, Commissioner of Patents, the si
d thirty-five dollars and seventy cents, in full for the fore-

ANTHONY BUCHLEY.

WEST WING.

Voucher No. 1, *dated November* 19, 1857.

TES PATENT OFFICE,

To EDWARD CLARK, Dr.

9.	For expenses visiting New York in relation to cases for saloon of west wing Patent Office building, 464 miles, at 10 cents	$46 40
	For 1 day's detention	3 00
		49 40

WASHINGTON, *November* 19, 1857.

Received of the Commissioner of Patents forty-nine dollars and forty cents, payment in full, having signed duplicate receipts.

EDWARD CLARK.

Pay—S. T. S.

Voucher No. 1, *dated January* 29, 1858.

UNITED STATES PATENT OFFICE, TO FITZHUGH COYLE & BRO., Dr.

1857.

Dec. 7. To 55,755 feet 4-4 white pine, at $40 per 1,000 feet, $2,230 20
8,222 feet 10-4 white pine, at 50 per 1,000 feet, 411 10
6,050 feet 8-4 white pine, at 50 per 1,000 feet, 302 50

2,943 80

The above is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received of J. Holt, Commissioner of Patents, twenty-nine hundred and forty-three dollars and eighty cents, in full of above account.

FITZHUGH COYLE & BRO.

JANUARY 29, 1858.

Voucher No. 2, *dated February* 4, 1858.

UNITED STATES PATENT OFFICE, TO GILES W. ORDWAY, Dr.

1858.

Feb. 5. For putting up 55,750 feet of lumber into saloon of west wing of Patent Office building, for cases, at $1 per M...$55 75

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *February* 8, 1858.

Received of the Commissioner of Patents, fifty-five dollars and seventy-five cents, payment in full, having signed duplicate receipts.

GILES W. ORDWAY.

Voucher No. 1, *dated April* 12, 1858.

UNITED STATES PATENT OFFICE, TO GILES W. ORDWAY, Dr.

1858.

April 12. For 53 days' work by laborers, at taking lumber, sash, and glass into the saloon of the west wing of Patent Office building, for cases, at $1 25..... $66 25

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *April* 12, 1858.

Received of the Commissioner of Patents, sixty-six dollars and twenty-five cents, payment in full, having signed duplicate receipts.

G. W. ORDWAY.

Voucher No. 2, *dated April* 24, 1858.

UNITED STATES PATENT OFFICE, TO Z. D. GILMAN, Dr.

1858.			
April 1.	For 150 boxes first quality Baltimore glass:		
	For 10,000 lights, 9½ x 20, at 15c. per light.....		$1,500 00
	For 800 lights, 16½ x 20, at 27c. per light.....		216 00
			1,716 00
	Less 20 per cent. discount.....		343 20
			1,372 80

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *April* 24, 1858.

Received of the Commissioner of Patents, thirteen hundred and seventy-two dollars and eighty cents, payment in full, having signed duplicate receipts.

Z. D. GILMAN.

Voucher No. 3, *dated April* 29, 1858.

PATENT OFFICE, (WEST WING,)
TO WASHINGTON AND BALTIMORE RAILROAD CO., Dr.

1858.		
April 12.	To freight on 13 boxes.....	$3 86
	To charges paid in Baltimore.....	7 14
	Cartage.....	1 50
		12 50

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received payment,

EDW. E. GILBERT, *for Agent.*

Voucher No. 4, dated May 1, 1858.

UNITED STATES PATENT OFFICE, (WEST WING,)
To FITZHUGH COYLE & BRO., Dr.

1858.			
Jan.	22.	To 5,031 feet 4-4 picked selects, at $40 per 1,000 feet	$201 24
	23.	1,492 feet 4-4 picked selects, at $40 per 1,000 feet	59 68
	29.	3,559 feet 2½-inch merchantable white pine, $50 per 1,000 feet	177 95
		7,693 feet 5-4 heart flooring, at $45 per 1,000 feet	346 19
	30.	4,013 feet 5-4 heart flooring, at $45 per 1,000 feet	180 59
Feb.	8.	1,922 feet 3 x 4 picked Carolina, at $35 per 1,000 feet	67 27
	9.	2,509 feet 5-4 heart flooring, at $45 per 1,000 feet	112 90
	11.	2,066 feet 5-4 heart flooring, at $45 per 1,000 feet	92 97
March	16.	536 feet 4-4 picked selects, at $40 per 1,000 feet	26 24
	23.	130 feet select Carolina, at $35 per 1,000 feet	4 55
	25.	762 feet 4-4 picked selects, at $40 per 1,000 feet	30 48
		72 feet 3 x 4-inch studs, at $15 per 1,000 feet	1 08
		613 feet 4-4 culls, at $17 1/10 per 1,000 feet	10 73
	27.	844 feet 4 x 6 select white pine, at $35 per 1,000 feet	29 54
		240 feet 12-foot studs, at $15 per 1,000 feet	3 60
		25 feet 5 x 6 Carolina, at $30 per 1,000 feet	75
	29.	466 feet 6-4 merchantable white pine, at $50 per 1,000 feet	23 20
		3,520 feet Norway, at $20 per 1,000 feet	70 40
	30.	1,216 feet 4 x 6 white pine, at $35 per 1,000 feet	42 56
		2,940 feet 3 x 4½ picked Carolina, at $35 per 1,000 feet	102 90
		7,023 feet 6-4 merchantable white pine, at $50 1,000 feet	815 15
	31.	4,037 feet 6-4 merchantable white pine, at $50 per 1,000 feet	201 85
		1,952 feet 3 x 4 Norway, at $20 per 1,000 feet.	39 04
April	1.	312 feet 4-4 cullings, at $17 50 per 1,000 feet	5 46
		100 feet studs, at $15 per 1,000 feet	1 50
	2.	950 feet 5-4 clear Carolina, at $35 per 1,000 feet	33 25
	5.	2,560 feet 3 x 8 Norway joists, per $20 per feet	51 20

April	6.	To 2,174 feet 3 x 12 x 14 white pine, at $35 per 1,000 feet	$76 09
	13.	2,301 feet 3 x 6 white pine, at $35 per 1,000 feet	80 54
		4,236 feet picked selects, at $40 per 1,000 feet.	169 44
			2,594 44

The above bill of lumber has been furnished by the Messrs. Coyle for the casing and gallery in the west wing of the Patent Office building, and is correct.

H. S. DAVIS.

APRIL 30, 1858.

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received of J. Holt, Commissioner of Patents, (May 1,) twenty-five hundred and ninety-four dollars and forty-four cents.

FITZHUGH COYLE & BRO.

Voucher No. 5, *dated May* 18, 1858.

UNITED STATES PATENT OFFICE,

To RAILROAD COMPANY, Dr.

1858.

May.	To freight on 14 pieces castings and 1 box	$1 87
	To charges paid in Baltimore	8 43
	To cartage	50
	To freight on 12 pieces castings	1 50
	To charges paid in Baltimore	7 00
	To cartage	50
		19 80

Voucher No. 6, *dated May* 18, 1858.

UNITED STATES PATENT OFFICE,

To HENRY LEWIS, Dr.

1858.

May 18.	For freight, &c., on iron castings for cases in saloon of west wing Patent Office building:	
	For freight, hauling, and wharfage on 17,828 pounds per schooner Hamilton	$25 15

May 18.	For same on 14,426 pounds per schooner Boston...	$20 35
	For same on 6,417 pounds per schooner Arctic.....	9 06
		54 56

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *May* 18, 1858.

Received of the Commissioner of Patents, fifty-four dollars and fifty-six cents, payment in full, having signed duplicate receipts.

HENRY LEWIS.

Voucher No. 7, *dated May* 18, 1858.

UNITED STATES PATENT OFFICE,

To JANES, BEBEE & Co., Dr.

1858.		
May 15.	For 41,265 lbs. iron castings, at 6 cents, for forty cases for saloon, west wing of Patent Office building	$2,475 90

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *May* 18, 1858.

Received of the Commissioner of Patents two thousand four hundred and seventy-five dollars and ninety cents, payment in full, having signed duplicate receipts.

JANES, BEBEE & CO.

Voucher No. 1, *dated July* 2, 1858.

UNITED STATES PATENT OFFICE,

To THOS. D. BOND AND OTHERS, Dr.

1858.	To Thomas D. Bond, 24½ days, at $2 50.....	$60 62
	To Ignatius Atcherson, 26 days, at $2.....	52 00
	John Wilkerson, 21½ days, at $2.....	43 00
	Thomas Downey, 25 days, at $1 25.....	31 25
		186 87

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *July* 2, 1858.

eceived of J. Holt, Commissioner of Patents, the sums set opposite names, in full, for work on the model cases in the saloon of the ; wing of the Patent Office building.

THOMAS D. BOND.
I. W. ATCHERSON.
JOHN WILKERSON.
THOS. his × mark. DOWNEY.

Witness: THOS. D. BOND.

Voucher No. 2, *dated July* 3, 1858.

. JOS. HOLT,

To HARVEY & ADAMS, Dr.

58.		For cases in west wing of Patent Office:	
.	2.	3 gross 2-inch No. 16 screws, at $1 06	$3 18
ch	24.	1 keg, each, 10d. and 12d. finishing nails, at $4	8 00
		35 pounds Irish glue, at 30 cents	10 50
	27.	12 quires sand-paper, at 20 cents	2 40
		2 kegs 12d. finishing nails, at $4	8 00
	30.	10 pounds Irish glue, at 30 cents	3 00
	31.	1 small coal shovel	12
		43 pounds Irish glue, at 30 cents	12 90
il	3.	94 pounds Irish glue, at 30 cents	28 20
	13.	6 quires sand-paper, at 20 cents	1 20
	20.	1 quire sand-paper	20
	22.	4 quires sand-paper, at 20 cents	80
	23.	10 quires sand-paper, at 20 cents	2 00
	26.	6 quires sand-paper, at 20 cents	1 20
	4.	45 pounds Irish glue, at 30 cents	13 50
	11.	10 pounds Irish glue, at 30 cents	3 00
	17.	5 quires sand-paper, at 20 cents	1 00
	21.	1 quire sand-paper	20
	25.	1 gross 1¾-inch No. 13 screws	70
e	2.	1 gross 1¼-inch No. 12 screws	50
		4 gross 1¼-inch No. 12 screws, at 55 cents	2 20
		4 gross 1¾-inch No. 13 screws, at 70 cents	2 80
	3.	1 keg 6d. nails	4 00
	5.	6 gross 1¾-inch No. 13 screws, at 70 cents	4 20
		4 papers brads, at 12½ cents	50
	12.	1 keg 8d. nails	4 00
	14.	11 kegs nails, at $4	44 00
		6 gross 1¾-inch No. 13 screws, at 70 cents	4 20
		7 gross 1½-inch No. 12 screws, at 55 cents	3 85
	21.	8,000 brads, at 12½ cents	1 00
	22.	6 gross 1½-inch No. 12 screws, at 55 cents	3 30

June	22.	4 gross 1¾-inch No. 13 screws, at 70 cents	$2 80
	23.	8 gross ¾-inch No. 10 screws, at 34 cents	2 72
		3 gross 1¾-inch No. 14 screws, at 79 cents	2 37
		2½ quires sand-paper, at 20 cents	50
	24.	12 papers brads, at 12½ cents	1 50
		3 gross 1½-inch No. 12 screws, at 50 cents	1 50
	26.	5 gross 2-inch No. 13 screws, at 79 cents	3 95
		2 gross 2¼-inch No. 15 screws, at $1 06	2 12
	28.	10 gross 2¼-inch No. 15 screws, at $1 06	10 60
		2 gross 2-inch No. 13 screws, at 79 cents	1 58
		1 bar ¾-inch octagon steel, 12 pounds, at 18 cents.	2 16
		1 dozen flat bastard files, each, 8-inch, $3; 12-inch, $5	8 00
		9 gross 3-inch No. 15 screws, at $1 37	12 33
	30.	54 gross 3-inch No. 15 screws, at $1 37	73 98
			300 76

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received payment,

HARVEY & ADAMS.

Voucher No. 3, *dated July* 17, 1858.

UNITED STATES PATENT OFFICE,

To RAILROAD COMPANY, Dr.

1858.			
May	9.	To freight on 1 box	$0 40
		Charges paid in Baltimore	65
		Cartage	25
July	3.	To freight on 1 box	75
		Charges paid in Baltimore	60
		Cartage	25
			2 90

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

Received payment,

EDW. E. GILBERT,
For Agent.

Voucher No. 4, *dated July* 28, 1858.

UNITED STATES PATENT OFFICE,

To FITZHUGH COYLE & BRO., Dr.

1858.	(Casing west wing.)	
April 30.	To 510 feet 4-4 picked selects., at 4 cents.....	$20 40
June 15.	4,002 feet 4-4 merch., at 5 cents.....	200 10
19.	602 feet 14-feet studs, at 1½ cents.....	9 03
17.	1,010 feet 4-4 merch., at 5 cents	50 50
19.	4,010 feet 4-4 merch., at 5 cents.....	200 50
21.	600 feet 3 x 4 picked studs, at 1¾ cents	10 50
	1,003 feet 4-4 merch., at 5 cents.....	50 15
24.	1,584 feet 3 x 4 picked studs, at 1¾ cents.....	27 72
	408 feet extra merch., at 6 cents.....	24 48
July 2.	1,516 feet 5-4 selects., at 4 cents.....	60 64
17.	600 feet studs, at 1½ cents	9 00
		663 02

I have examined the above bill and find it correct.

H. S. DAVIS.

JULY 27, 1858.

Correct.

EDWARD CLARK,
Superintendent Patent Office building.

JULY 28, 1858.

Received of J. Holt, Commissioner of Patents, six hundred and sixty-three dollars and two cents in full of above bill.

FITZHUGH COYLE & BRO.

Voucher No. 5, *dated August* 2, 1858.

UNITED STATES PATENT OFFICE,

To T. D. BOND AND OTHERS, Dr.

1858.		
August 2.	To Thomas D. Bond, 20¼ days, at $2 50 per day,	$50 62
	Ignatius Atcherson, 26 days, at $2 per day....	52 00
	John Wilkerson, 26 days, at $2 per day.....	52 00
	Charles Garcia, 24 days, at $2.....	48 00
	Alexander Hamilton, 21¼ days, at $2 per day,	42 50
	Alfred Tuttle, 17½ days, at $1 50 per day.....	26 25
		271 37

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *August* 2, 1858.

Received of J. Holt, Commissioner of Patents, the sums set opposite our names, in full for work on the model cases in the west wing of the Patent Office.

THOMAS D. BOND.
I. W. ATCHERSON.
JOHN WILKERSON.
CHARLES GARCIA.
ALEXANDER HAMILTON.
ALFRED TUTTLE.

Voucher No. 6, *dated August* 12, 1858.

UNITED STATES PATENT OFFICE,

To JANES, BEBEE & Co., Dr.

For 722 pair brass hinges, at $10 50 per dozen pair	$631 75
5,000 ¾-inch bolts, at 75 cents per 100	37 50
2 taps, at $4 each	8 00
Paid freight, drayage, and boring above	6 75
6,921 pounds can castings, at 6 cents per pound	415 26
Paid freight and drayage	9 78
	1,109 04

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *August* 11, 1858.

Received of the Commissioner of Patents eleven hundred and nine dollars and four cents, payment in full, having signed duplicate receipts.

JANES, BEBEE & CO.

Voucher No. 7, *dated September* 1, 1858.

UNITED STATES PATENT OFFICE,

To THOMAS D. BOND AND OTHERS, Dr.

1858.				
Sept. 1.	To Thomas D. Bond,	20 days' labor, at $2 50		$50 00
	Ignatius Atcherson,	26 days' labor, at	2 00	52 00
	John Wilkerson,	26 days' labor, at	2 00	52 00
	Charles Garcia,	26 days' labor, at	2 00	52 00
	Alex. Hamilton,	26 days' labor, at	2 00	52 00
	Alfred Tuttle,	24 days' labor, at	1 50	36 00
				294 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 1, 1858.

Received of Joseph Holt, Commissioner of Patents, the sums set opposite our respective names, for work on the model cases in the saloon of the west wing of the Patent Office building.

THOMAS D. BOND.
I. W. ATCHERSON.
JOHN WILKERSON.
CHARLES GARCIA.
ALEXANDER HAMILTON.
ALFRED TUTTLE.

Voucher No. 8, *dated September* 24, 1858.

UNITED STATES PATENT OFFICE, TO ALFRED TUTTLE, Dr.

1858.
Sept. 24. To 19 days' labor on cases in west wing of Patent Office building, at $1 50 per day..... $28 50

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 24, 1858.

Received of the Commissioner of Patents, twenty-eight dollars and fifty cents, payment in full, having signed duplicate receipts.

ALFRED TUTTLE.

Voucher No. 9, *dated September* 24, 1858.

UNITED STATES PATENT OFFICE, TO CHARLES GARCIA, Dr.

1858.
Sept. 24. To 15 days' labor on cases in west wing of Patent Office building, at $1 50 per day..... $22 50

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 24, 1858.

Received of the Commissioner of Patents, twenty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

CHARLES GARCIA.

Voucher No. 10, *dated September* 30, 1858.

UNITED STATES PATENT OFFICE, (WEST WING,)
TO FITZHUGH COYLE & BRO., Dr.

1858. (Cases and Galleries.)
July 28. To 800 feet studs, at $15 per M feet..... $12 00
Aug. 11. 330 feet 8-4 merch., 16 feet, at $50 per M feet. 16 50

Aug. 11.	To 1,542 feet 6-4 merch., 16 feet, at $50 per M feet.	$77	10
	410 feet 6-4 merch., 12 feet, at $50 per M feet.	20	50
	192 feet 8-4 merch., 12 feet, at $50 per M feet.	9	60
14.	972 feet 10 feet E. S. scantling, at $15 per M feet.	14	58
	566 feet 4 x 6 white pine, at $30 per M feet...	16	98
16.	151 feet 8-4 merch., $50 per M feet.....	7	55
	505 feet 4-4 picked select., $45 per M feet.....	22	73
Sept. 3.	187 feet 10-4 merch., $50 per M feet.....	9	35
8.	1,334 feet 5-4 heart flooring, $45 per M feet.....	60	03
26.	735 feet 10-4 picked merch., $55 per M feet...	40	43
21.	240 feet picked studs, $17 50 per M feet.....	4	20
	210 feet sel. Carolina, $40 per M feet.....	8	46
		319	95
1858.	*Credited by—*		
Aug. 13.	932 feet heart flooring returned, at $45.....	41	94
		278	01

The above bill is correct. H. S. DAVIS.

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *September* 30, 1858.

Received of J. Holt, Commissioner of Patents, two hundred and seventy-eight dollars and one cent, in full of the above bill.
$278 01. FITZHUGH COYLE & BRO.

Voucher No. 1, *dated October* 4, 1858.

UNITED STATES PATENT OFFICE,

To HARVEY & ADAMS, Dr.

1858.	(Cases in west wing.)		
July 6.	To 28 gross 2½-inch No. 15 screws, at $1 06.....	$29	68
7.	1 keg 6d. nails.....	4	00
	12 gross 1½-inch No. 12 screws, at 55 cents.....	6	60
	12 gross 1½-inch No. 13 screws, at 70 cents.....	8	40
	36 papers brads, at 12½ cents.....	4	50
	1 keg, each, 10d. and 12d. nails, at $4.....	8	00
	50 lbs. cut nails, assorted, at 5 cents.....	2	50
9.	50 dozen 3½ x 3½-inch butts, at $1 75.....	87	50
	50 gross 1½-inch No. 12 screws, at 50 cents.....	25	00
12.	20 lbs. Irish glue, at 30 cents.....	6	00
23.	12 papers brads, at 12½ cents.....	1	50
26.	1 dozen T. B. files.....	2	50
	7 gross 4-inch No. 18 screws, at $2 76.....	19	32
30.	6 gross 1¼-inch No. 15 screws, at 70 cents.....	4	20

1858.		
Aug. 6. To	25 lbs. Irish glue, at 30 cents	$7 50
	12 gross 2½-inch No. 15 screws, at $1 06	12 72
	16 gross 1¾-inch No. 13 screws, at 71 cents	11 20
	12 gross 1½-inch No. 12 screws, at 55 cents	6 60
	12 gross 2-inch No. 16 screws, at $1 06	12 72
	6 gross 1¾-inch No. 14 screws, at 79 cents	4 74
	1 dozen F. B. files	6 00
10.	4 kegs nails, at $4	16 00
	15 gross 1¼-inch No. 14 screws, at 61 cents	9 15
	5 gross 1¼-inch No. 14 screws, at 61 cents	3 05
11.	5 gross 1¼-inch No. 14 screws, at 61 cents	3 05
17.	2 quires sand-paper, at 25 cents	50
	12 papers brads, at 12½ cents	1 50
	1 quire sand-paper	25
18.	6 gross ¾-inch No. 10 screws, at 34 cents	2 04
31.	5 quires sand-paper, at 25 cents	1 25
Sept. 1.	5 lbs. glue, at 30 cents	1 50
4.	12 papers brads, at 12½ cents	1 50
8.	10 quires sand-paper, at 25 cents	2 50
	1 keg 6d. nails	4 00
12.	1 keg 10d. nails	4 00
	10 quires sand-paper, at 25 cents	2 50
	9 gross 1¾-inch No. 13 screws, at 70 cents	6 30
	2 gross 1¼-inch No. 14 screws, at 60 cents	1 20
18.	12 gross 1¼-inch No. 12 screws, at 56 cents	6 72
	5 quires sand-paper, at 25 cents	1 25
	5 lbs. glue, at 30 cents	1 50
16.	16 gross ¾-inch No. 7 screws, at 30 cents	4 80
	8 gross 1¼-inch No. 7 screws, at 48 cents	3 84
20.	5 gross 1-inch No. 8 screws, at 33 cents	1 65
	5 gross 1-inch No. 9 screws, at 35 cents	1 75
	4 gross 1-inch No. 9 screws, at 35 cents	1 40
	1 quire sand-paper	25
	12 papers brads, at 12½ cents	1 50
24.	2 dozen 3½ x 3½-inch buts, at $1 75	3 50
	8 gross ¾-inch No. 7 screws, at 28 cents	2 24
		361 87

OCTOBER 2, 1858.

I certify the above to be correct.

H. S. DAVIS.

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

OCTOBER 4, 1858.

Received payment,

HARVEY & ADAMS.

Voucher No. 2, *dated October* 4, 1858.

UNITED STATES PATENT OFFICE,

To MICHAEL PHILLIPS, Dr.

1858.

October 1. For 26 days' work, cleaning cases, and at saloon west wing Patent Office Building, at $1 25 per day $32 50

WASHINGTON, *October* 4, 1858.

Received of the Commissioner of Patents thirty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 3, *dated October* 19, 1858.

UNITED STATES PATENT OFFICE,

To Z. D. GILMAN, Dr.

1858.

Oct. 18.	For 5 boxes 12⅛ x 20, 135 lights, glass, at 20c.....		$27 00
	6 boxes 13⅛ x 20, 156 lights, glass, at 21c.....		32 76
	5 boxes 10¼ x 20, 160 lights, glass, at 16c.....		25 60
	4 boxes 9⅜ x 20, 144 lights, glass, at 15c.....		21 60
	8 boxes 9⅜ x 20, 288 lights, glass, at 15c.....		43 20
	4 boxes 15½ x 20, 92 lights, glass, at 24c.....		22 08
			172 24
	Less 20 per cent. discount		34 44
			137 80

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *October* 19, 1858.

Received of the Commissioner of Patents one hundred and thirty-seven dollars and eighty cents, payment in full, having signed duplicate bills.

Z. D. GILMAN.

Voucher No. 4, *dated November* 2, 1858.

UNITED STATES PATENT OFFICE,

To M. PHILLIPS, Dr.

1858.

Nov. 2. For 26 days' work, cleaning out saloon west wing Patent Office building, at $1 25..... $32 50

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *November* 2, 1858.

Received of the Commissioner of Patents thirty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 5, *dated November* 2, 1858.

UNITED STATES PATENT OFFICE,

To L. H. & G. C. SCHNEIDER, Dr.

1858.		
Sept. 17.	To 672 brass case locks, at $1	$672 00
	25 pair brass hinges, at $1	25 00
	368 brass buttons, at 10c	36 80
	4 gross 1¼-inch round head screws, at 30c	1 20
		735 00

Cases in saloon of west wing Patent Office building.

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *November* 2, 1858.

Received of the Commissioner of Patents seven hundred and thirty-five dollars, payment in full, having signed duplicate receipts.

L. H. & G. C. SCHNEIDER.

Voucher No. 6, *dated November* 17, 1858.

UNITED STATES PATENT OFFICE,

To EDWARD CLARK, Dr.

1858.		
Nov. 17.	For expenses incurred in visiting New York, in relation to the iron work for saloon of west wing Patent Office building, 464 miles, at 10c	$46 40
	For one day's detention	3 00
		49 40

WASHINGTON, *November* 17, 1858.

Received of the Commissioner of Patents forty-nine dollars and forty cents, payment in full, having signed duplicate receipts.

EDWARD CLARK.

Pay.—S. T. S.

Voucher No. 7, *dated December* 2, 1858.

UNITED STATES PATENT OFFICE,

To M. PHILLIPS, Dr.

1858.
December 1. For 26 days' work, cleaning out saloon west wing Patent Office building, at $1 25 per day..... $32 50

WASHINGTON, *December* 2, 1858.

Received of the Commissioner of Patents thirty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 8, *dated December* 11, 1858.

UNITED STATES PATENT OFFICE,

To Z. D. GILMAN, Dr.

1858.
December 10. For 700 lights 9½ x 20, Balt. 1st glass, at 15 cts..... $105 00
By 20 per cent. discount..... 21 00

84 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *December* 11, 1858.

Received of the Commissioner of Patents eighty-four dollars, payment in full, having signed duplicate receipts.

Z. D. GILMAN.

Voucher No. 9, *dated December* 31, 1858.

UNITED STATES PATENT OFFICE,

To MICHAEL PHILLIPS, Dr.

1858.
December 3. For 27 days' laborer's work at saloon of west wing Patent Office building, at $1 25 per day..... $33 75

Correct.

EDWARD CLARK,
Superintendent Patent Office *Building.*

WASHINGTON, *December* 31, 1858.

Received of the Commissioner of Patents thirty-three dollars and seventy-five cents, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 1, *dated January* 27, 1859.

UNITED STATES PATENT OFFICE,

To JAMES H. WOODFALL, Dr.

1859.

January 27. For 12 days' work, cutting out brick work for iron railing in saloon of west wing Patent Office building, at $2 50 per day..... $30 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *January* 27, 1859.

Received of the Commissioner of Patents thirty dollars, payment in full, having signed duplicate receipts.

JAMES H. WOODFALL.

Voucher No. 2, *dated February* 1, 1859.

UNITED STATES PATENT OFFICE,

To MICHAEL PHILLIPS, Dr.

1859.

February 1. For 24 days' work at laborers' work in saloon of west wing Patent Office building, at $1 25 per day..... $30 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *February* 1, 1859.

Received of the Commissioner of Patents thirty dollars, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 3, *dated February* 2, 1859.

UNITED STATES PATENT OFFICE,

To H. S. DAVIS, Dr.

1858.

October 5. For the following materials furnished for cases in the west wing Patent Office building:

To 35,018 feet lumber, at 5 cents per foot..... $1,750 90

To taking up materials..... 115 00

October 5.	To 240 iron straps.....	$60 75
	To 12 barrels charcoal.....	8 85
	To 2 sheet-iron patterns for glass.....	2 50
	To 1 keg of nails.....	4 50
	To 3,000 feet of lumber, dressed and grooved.	24 00
		1,966 50
	Cr. by 1,450 ft. lumber, at 5c. per foot,	72 50
		1,894 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *February* 2, 1859.

Received of the Commissioner of Patents eighteen hundred and ninety-four dollars, payment in full, having signed duplicate receipts.

H. S. DAVIS.

Voucher No. 4, *dated February* 2, 1859.

THE COMMISSIONER OF PATENTS, TO HENRY S. DAVIS, Dr.

For fitting up the large room of west wing Patent Office building, with eighty-eight model cases, gallery floor, and paneled ceiling, measuring as follows:

536 cast-iron pilasters, fitted up, at 75 cents, $402; 2,680 rough blocks in do., at 6 cents, $160 80.	$562 80
4,344 lin. feet of 4-4 pilasters, at 9 cents, $390 96; 536 tops of do., fined and glued, at 12 cents, $64 32.....	455 28
536 tops in iron pilasters, at 5 cents, $26 80; 536 molded caps and necks, at 30 cents, $160 80...	187 60
3,844 lin. feet 10-4 open molded and rebated pilasters, at 24 cents.....	922 56
480 molded caps, at 50 cents, $240; 480 plain plinths and fitting into base, at 20 cents, $96.....	336 00
1,925$\frac{1}{6}$ lin. feet 8-4 rebated frieze, at 15 cents, $290 27$\frac{1}{2}$; 80 slip joints to do, at 25 cents, $20.....	310 27$\frac{1}{2}$
1,552$\frac{2}{3}$ lin. feet 10-4 rebated frieze, at 18 cents, $279 48; 68 lapped, glued, and spliced, at 75 cents, $51.....	330 48
1,987$\frac{2}{3}$ lin. feet bead molding, including miters, at 16 cents.....	318 03
1,796$\frac{2}{3}$ lin. feet cornice, with crown and bead mold, at 33 cents, $592 90; 100 miters in do., at 66 cents, $66.....	658 90

3,457 1/12 lin. feet 3 x 4 dressed and beveled base, at 10 cents, $345 78; 5,660 feet 3 x 4 rough bearers, at 37½ cents, $198 10		$543 88
21,939⅓ sup. feet 4-4 shelving, at 10 cents, $2,193 93; 30,128⅔ lin. feet glue joints, at 6 cents, $1,803 72		4,001 65
4,300⅓ lin. feet clamps, grooved on, at 10 cents, $430 03; 272 shelves fitted to pilasters, at 20 cents, $54 40		484 43
576 feet iron straps screwed on, at 3 cents, $17 28; 1,365 feet plastering cut away, at 3 cents, $40 95		58 23
5,584 feet slip., grooved, and beaded ceiling, at 8 cents, $446 72; 3,669⅔ lin. feet molding to do., at 3 cents, $110 09		556 81
1,811⅔ lin. feet 6-4 rebat. strips, at 8 cents, $144 93; 2,211 feet 4-4 rebat. strips, at 4 cents, $88 44..		233 37
1,282 feet molded cleats, at 5 cents, $64 10; 2,823 feet 5-4 beaded ledger, at 6 cents, $169 38		233 48
114⅓ lin. feet molded skirting, at 25 cents, $28 58; 981½ lin. feet 1 x 1 supports, at 4 cents, $39 25,		67 83
3,250⅔ feet slip. grooves top in cases, at 6 cents, $195 04; 4,272 lin. feet knuckles, at 6 cents, $256 32....		451 36
68 wood stays to cases, keyed into the brick wall, at 30 cents		20 40
		10,733 36½
Deduct from the above measurement prices, per agreement, 35 per cent		3,756 67½
		6,976 69
For 10,496 lights 9⅝ x 10 x 20 8-4 sash, at 34 cents	$3,568 64	
256 lights 13⅝ x 20 8-4 sash, at 38 cents	97 28	
96 lights 15¼ x 20 8-4 sash, at 40 cents	38 40	
672 lights 16⅝ x 20 8-4 sash, at 42 cents	282 24	
4,788 feet beaded rabbit to sash, at 4 cents	191 52	
4,272 feet curves in sash to suit knuckles, at 2 cents	85 44	
1,344 pairs of buts put on, at 25 cents, $336; 136 hinge places fitted, at 10 cents, $13 60....	349 60	
672 case locks put on, plates and brackets, at 30 cents	201 60	
368 metal buttons screwed on, at 3 cents	11 04	
	4,825 76	

Brought forward.....	$4,825 76	$6,976 69
Deduct from above, per agreement, 40 per cent.....	1,930 30	2,895 46
For 11,720½ sup. feet 3 x 6 joisting and gallery floor framed at both ends, gauged to a width, and spaced 20 inches apart, at 2¾ cents.....	322 32	
11,720½ sup. feet bridging 3 x 4 scantling, let in flush, at distances averaging 4 feet apart, at 2 cents.....	234 40	
602 lin. feet 4 x 6 front trimmed joists, gauged to a width and faced, at 12½ cents.....	75 25	
11,720½ sup. feet 5-4 mill flooring, laid and refaced, at 3 cents.....	351 60½	
7,538½ sup. feet 6-4 molded paneled ceiling, at 25 cents.....	1,884 54	
908 lin. feet facia and crown mold, at 25 cents.....	227 00	
42 quarter circles of do., at $1, $42; 30 joist holes, at 10 cents, $3 80.....	45 80	
	3,140 91½	
Deduct from the above, per agreement, 33⅓ per cent.....	1,046 97	2,093 94½
		11,966 09½
Commission for measuring 1½ per cent., $179 48, by half.....		89 74½
		11,876 35

JOHN C. HARKNESS,
Sworn Measurer.

WASHINGTON CITY, *January* 26, 1859.

The above bill is correct.

EDWARD CLARK,
Superintendent Patent Office Building.

FEBRUARY 2, 1859.

Received of J. Holt, Commissioner of Patents, eleven thousand eight hundred and seventy-six dollars and thirty-five cents, in full payment of the foregoing bill.

$11,876 35. H. S. DAVIS.

Voucher No. 5, *dated February* 5, 1859.

UNITED STATES PATENT OFFICE, TO JANES, BEBEE & Co., Dr.

For 1,169 feet railing, at $1 10	$1,285 90
3 sets iron stairs, at $375	1,125 00
Boring	18 00
Freight	16 00
	2,444 90

For saloon west wing Patent Office building.

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

NEW YORK, *February* 3, 1859.

Received of the Commissioner of Patents twenty-four hundred and forty-four dollars and ninety cents, payment in full, having signed duplicate checks.

JANES, BEBEE & CO.

Voucher No. 6, *dated March* 1, 1859.

UNITED STATES PATENT OFFICE,

To MICHAEL PHILLIPS, Dr.

1859.
March 1. For 14 days' work as laborer, cleaning out saloon of west wing Patent Office building, at $1 25... $17 50

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 1, 1859.

Received of the Commissioner of Patents seventeen dollars and fifty cents, payment in full, having signed duplicate receipts.

MICHAEL PHILLIPS.

Voucher No. 1, *dated March* 14, 1859.

UNITED STATES PATENT OFFICE,

To BROWN & SIOUSSA, Dr.

1859.
For repairing plastering around cases in saloon of west wing Patent Office building..... $66 00

Correct. EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 14, 1859.

Received of the Acting Commissioner of Patents sixty-six dollars, payment in full, having signed duplicate receipts.

BROWN & SIOUSSA.

Voucher No. 2, *dated March* 17, 1859.

UNITED STATES PATENT OFFICE,

To CHARLES UHLMANN, Dr.

1859.
March 16. For 60 days' work at plans, details and duplicates, for cases in saloon of west wing Patent Office building, at $4 50 ..... $270 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 17, 1859.

Received of the Acting Commissioner of Patents two hundred and seventy dollars, payment in full, having signed duplicate receipts.

CHARLES T. UHLMANN.

Voucher No. 3, *dated March* 19, 1859.

UNITED STATES PATENT OFFICE,

To JOHN C. HARKNESS, Dr.

1859.
For 1½ per cent, measurers commission, on $11,966 09, being the net amount of Henry S. Davis' bill of carpenters' work in fitting up the great room of the west wing of the Patent Office building, with gallery and model cases, as measured by me, January 26, 1859 ..... $179 49

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 19, 1859.

Received of the Acting Commissioner of Patents one hundred and seventy-nine dollars and forty-nine cents, payment in full, having signed duplicate receipts.

JOHN C. HARKNESS.

Pay—S. T. S.

Voucher No. 4, *dated March* 19, 1859.

COMMISSIONER OF PATENTS,

To GEORGE H. VARNELL, Dr.

For the following measurement of painting and glazing to model cases and gallery of the west wing of the Patent Office building, viz:

17,612½ yards 2 coat plain painting in oil colors, at 11 cents	$1,937 35½
10,890¼ yards 2 coat varnish color, at 14 cents	1,524 66¾
5,908⅝ yards 3 coat varnish color, 21 cents	1,240 86½
306¾ yards bronze green, and 1 coat on iron, 20 cents	61 24½
11,520 lights of glazing, at 2 cents	230 40
	4,994 53

JOHN C. HARKNESS,
Sworn Measurer.

MARCH 15, 1859.

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 19, 1859.

Received of the Acting Commissioner of Patents the sum of four thousand nine hundred and ninety-four dollars and fifty-three cents, payment in full, having signed duplicate receipts.

$4,994 53. GEO. H. VARNELL.

Voucher No. 1, *dated April* 27, 1859.

UNITED STATES PATENT OFFICE,

To GEORGE H. VARNELL, Dr.

April 23, 1859.

For the following putty, sand-paper, and time consumed on the extra puttying and sand-papering, &c., of the cases and ceiling in saloon of west wing of Patent Office building:

46½ days, at $2	$93 00
319¾ days, at $1 75	559 56
213 pounds white-lead putty, at 10 cents	21 30
2½ reams flint sand-paper, at $4	10 00
Reglazing 700 lights in cases, at 6 cents	42 00
Painting walls within cases	75 00
	800 86

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *April* 27, 1859.

Received of the Acting Commissioner of Patents eight hundred dollars and eighty-six cents, payment in full, having signed duplicate receipts.

GEO. H. VARNELL.

Pay—S. T. S.

Voucher No. 2, *dated May* 12, 1859.

UNITED STATES PATENT OFFICE,

To HOOE, BRO. & Co., Dr.

1858.
Nov. 12. To 240 square yards oil-cloth for saloon in west wing, at $1 25..... $300 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

MAY 12, 1859.

Received payment,

HOOE, BRO. & CO.

Voucher No. 1, *dated June* 3, 1859.

UNITED STATES PATENT OFFICE,

To PATRICK SULLIVAN, Dr.

1859.
June 1. For 26 days' work cleaning out the saloon of west wing Patent Office building, at $1 25 ..... $32 50

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *June* 3, 1859.

Received of the Commissioner of Patents thirty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

PATRICK SULLIVAN.

Voucher No. 1, *dated July* 1, 1859.

UNITED STATES PATENT OFFICE,

To PATRICK SULLIVAN, Dr.

1859.
June 30. 26 days' work cleaning saloon of west wing Patent Office building, at $1 25..... $32 50

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *July* 1, 1859.

Received of the Commissioner of Patents thirty-two dollars and fifty cents, payment in full, having signed duplicate receipts.

PATRICK SULLIVAN.

Voucher No. 1, *dated December* 17, 1859.

UNITED STATES PATENT OFFICE,

To R. E. STANTON, Dr.

1859.
Dec. 17. For time and expenses in coming from Baltimore to Washington, and examining the carpenters' work in the west wing of the Patent Office..... $38 50

WASHINGTON, *December* 17, 1859.

Received of the Commissioner of Patents thirty-eight dollars and fifty cents, payment in full, having signed duplicate receipts.

R. E. STANTON.

Voucher No. 2, *dated December* 31, 1859.

UNITED STATES PATENT OFFICE,

To SAMUEL GREGG, Dr.

1859.
Dec. 31. For 27 days' work at cleaning floor of saloon of west wing Patent Office building, at $1 25 per day $33 75

Corect.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *December* 31, 1859.

Received of the Commissioner of Patents thirty-three dollars and seventy-five cents, payment in full, having signed duplicate receipts.

SAMUEL GREGG.

Voucher No. 1, *dated February* 1, 1860.

UNITED STATES PATENT OFFICE,

To SAMUEL GREGG, Dr.

1860.
January 31. For 25 days' work at cleaning saloon of west wing of Patent Office building, at $1 25 cents per day $31 25

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *February* 1, 1860.

Received of the Commissioner of Patents thirty-one dollars and twenty-five cents, payment in full, having signed duplicate receipts.

SAMUEL GREGG.

Voucher No. 1, *dated February* 16, 1860.

UNITED STATES PATENT OFFICE, (WEST WING,)

To A. GREEN, Dr.

1860.		
January 24.	150 wood stools, at 87½ cents	$131 25
	50 bronzed spittoons, at $1 25	62 50
		193 75

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *February* 16, 1860.

Received of the Commissioner of Patents one hundred and ninety-three dollars and seventy-five cents, payment in full, having signed duplicate receipts.

A. GREEN.

Voucher No. 2, *dated March* 2, 1860.

UNITED STATES PATENT OFFICE,

To SAMUEL GREGG, Dr.

1860.		
March 1.	For 24 days' work at cleaning the saloon of the west wing, glasses in cases, Patent Office building, at $1 25 cents per day	$30 00

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *March* 2, 1860.

Received of the Commissioner of Patents thirty dollars, payment in full, having signed duplicate receipts.

SAMUEL GREGG.

Voucher No. 3, *dated March* 31, 1860.

UNITED STATES PATENT OFFICE,

To SAMUEL GREGG, Dr.

1860.
April 2. For 27 days' work in cleaning cases in saloon of west wing of Patent Office building, at $1 25 cents..... $33 75

Correct.

EDWARD CLARK,
Superintendent Patent Office Building.

WASHINGTON, *April* 2, 1860.

Received of the Commissioner of Patents thirty-three dollars and seventy-five cents, payment in full, having signed duplicate receipts.

SAMUEL GREGG.

36TH CONGRESS, 1st Session. } SENATE. { Ex. Doc. No. 58.

LETTER

FROM THE

POSTMASTER GENERAL, AND OTHER PAPERS,

RELATIVE TO

Depredations on the mail in the Greenville district, South Carolina, and the unfitness of the post office building at Greenville for that purpose.

MARCH 22, 1860.—Ordered to be printed.

POST OFFICE DEPARTMENT,
January 10, 1860.

SIR: I have to acknowledge the receipt from you of a "presentment of the grand jury of the United States for the district of South Carolina, at Greenville, in relation to depredations on the mail in that district, and the unfitness of the post office building at Greenville for that purpose."

This department has been, from time to time, within the last few months, advised of the depredations referred to, and has used all the means at its disposal for tracing and detecting them; but, as you are fully aware, Congress failed at its last session to make the usual and necessary appropriation for the service of this department, and it was thus left without the means of employing the service of such detective agents as were necessary for the due protection of the mails. I have, however, recently withdrawn one of the most experienced and efficient special agents, still in the service of the department, from pressing duties elsewhere, and have dispatched him to Greenville district, and the routes leading thereto, for the purpose of investigating the several cases of mail depredations which have been reported to this department from that section of the country. He will also be instructed to inspect and report upon the condition of the post office building at Greenville, which is presented by the grand jury as unfit and unsafe. I think it proper to state in this connection, that, under the existing regulations of this department, a post office building is not furnished, or the rent of one paid, for any office at which extra commissions (above $2,000 per annum) do not accrue to an amount sufficient to cover such expense. It is, however, the duty of the postmaster

provide a safe, convenient, and suitable building for the transaction of the business of his office.

I am, respectfully, your obedient servant,

J. HOLT,
Postmaster General.

Hon. D. L. YULEE,
Chairman of the Senate Committee on Post Offices and Post Roads.

POST OFFICE DEPARTMENT,
January 21, 1860.

SIR: I have, by direction of the Postmaster General, the honor to inclose herewith a copy of the report of Thomas P. Shallcross, Esq., special agent of this department, as to the detection and arrest of William M. McMahan, postmaster of Lavinda, Greenville district, South Carolina, who has committed numerous depredations on the mails of the United States within the last year. This arrest does *not* account for several large money losses which have been reported from South Carolina lately, and to which the attention of the agent is now directed.

I am, respectfully, your obedient servant,

B. N. CLEMENTS,
Chief Clerk.

Hon. D. L. YULEE,
Chairman, &c., United States Senate.

GREENVILLE, SOUTH CAROLINA,
January 15, 1860.

SIR: Having been informed by A. N. Zevely, Esq., Third Assistant Postmaster General, that many packages of stamps and stamped envelopes forwarded from the agencies of New York and Philadelphia to Fountain Inn, Dublin, Lickville, &c., in this district, had been lost from the mail on Thursday, the 5th instant, I proceeded to Philadelphia, and on Friday, the 6th, with Jesse Johnson, the stamp agent, there prepared four packages of stamps, one addressed to Fountain Inn, one to Dublin, one to Lickville, and one to Fairview, in this district, and had them regularly registered and mailed at Philadelphia for Richmond, Virginia, D. P. O. Mr. Zevely also caused a package of 500 three-cent stamped envelopes addressed to Fountain Inn to be forwarded to him from New York, and had them regularly registered and mailed at Washington for Richmond, D. P. O. All five of these packages I saw distributed and remailed at Richmond, on the 8th instant, by the postmaster there, and placed in the pouch, labelled to Columbia, South Carolina, under brass lock. I traveled with that pouch to Columbia and saw it delivered at the post office there. After

the mail had been separated at that office I saw all five of the packages in the pouch, made up at Columbia, for distribution by the route agent on the Columbia and Greenville railroad at Columbia. I procured the services of a young man who was acquainted with the agent on duty, and, after having given him a description of the packages, directed him to get into the mail car and see what disposition the route agent made of them, without intimating the object of his presence, which he did. Some twenty miles above Columbia, the young man came back to the car where I was and told me that he had seen all five of the packages put by the agent into the pouch made up by him for Greenville. That pouch I saw delivered at the post office here. On Friday morning, the 13th instant, at five o'clock, I opened the pouch made up here for the Laurens route, after it had been delivered to the contractor, and found all five of the packages there. Having procured a conveyance, I followed that mail, and after passing the first office on the route, Lavinda, I opened it again and found that all five of the packages were missing; I returned and obtained a warrant for the arrest of the postmaster at Lavinda, William M. McMahan, (not William C. McMahon, as appears in Post Office Directory,) and, on yesterday morning, the 14th, with the sheriff of this district, arrested him. In a small valise in his house I found all of the stamps and stamped envelopes which were in the five packages before referred to; and in another place in the house I found 675 three-cent stamped envelopes and a few stamps and several packages of letters mailed at and destined for other offices, which had been taken out of the mail on Friday, the day before.

McMahan stood as well as any man in this district. He owns a good farm, well improved, with good buildings, and owns nine likely negroes, and has money at interest.

His arrest has caused a great deal of excitement in his neighborhood, and in this town even, where he was regarded by every one who knew him as an honest, correct man. He is, I am sorry to say, a respected member of a Christian church.

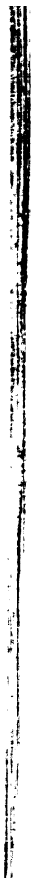
I have ascertained where he sold some fifty dollars' worth of stamps and envelopes within the last year. He was examined before United States Commissioner Thurston, last evening, and committed to jail. An application was made for bail, which the commissioner intimated would be granted, and the amount fixed on to-morrow, Monday.

This detection and arrest explains, I think, all of the losses of stamps and envelopes (addressed to the aforementioned offices) reported to Mr. Zevely, as all of them would properly pass over this route. The stamps and envelopes which were used to test the route will, necessarily, have to be retained to be produced on the trial of the case. I would, therefore, respectfully suggest that a supply should be forwarded to the offices heretofore named, as they must be entirely out, not having received any for a year or more.

I have the honor to be, very respectfully, your obedient servant,

THOMAS P. SHALLCROSS,
Special Agent, &c.

B. N. CLEMENTS, Esq., *Chief Clerk,*
Post Office Department, Washington, D. C.



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